

HOW N I KAN

PEOPLE OF THE FIRE



Vol. 11, No. 1

Citizen Band Potawatomi Tribe

January, 1989

First in nation

Tribe files application to buy Shawnee bank

The Citizen Band Potawatomi Tribe has filed an application with the U.S. Comptroller of the Currency that, if approved, would make the tribe the first in the nation to purchase a majority interest in a U.S. bank.

The tribe's application is to purchase a majority of the stock of First Oklahoma Bank in Shawnee.

Tribal Chairman John Barrett said the tribe had been working on the acquisition for over a year. The tribe's application was publicly disclosed in a current edition of the bulletin of the Comptroller of the Currency, which regulates national banks.

According to Barrett, the tribe's plans include retaining the president, vice chairman and chairman of the board as well as a majority of the bank's existing board of directors and managers. The tribe will seek to have one representative appointed to the board of directors.

"Indian tribes have unique advantages in economic development which have been largely untapped," said Barrett. "If combined with the financial ability of a successful national bank the result will be increased strength for the bank, the tribe and the community."

The First Oklahoma Bank, organized in 1984, has assets of about \$20 million.

Federal prosecutors drop case against former store manager

Federal prosecutors claiming they were "broadening their investigation," have dismissed a 12-count indictment against former Tribal Store manager Jan Gale.

Gale was charged with embezzlement by a federal grand jury on November 4, 1988 and plead innocent to all charges.

Less than two weeks later the charges were dropped and investigators claimed to be researching the possibility of income tax evasion charges against her.

The original indictment came after a year of investigation by the Inspector General's Office and the FBI into the store's operation.

According to the tribe's attorney, "What this boils down to is that after an entire year of investigation costing the taxpayers millions of dollars they were unable to make a case."

The tribe has requested the entire investigation file under the Freedom of Information Act but has not yet received a response.

Despite federal funding cuts

Elderly help will continue, Barrett vows

The Potawatomi elderly feeding program - which provides an average of 60 meals a day - has had its 1989 budget slashed by half from 1988 by the federal Administration on Aging.

According to Ken Cadaret, director of health services, the agency is justifying the cut by claiming it funded 188 groups on a budget established for 136.

The Citizen Band funding level for 1988 was \$80,100 and the approved '89 level is \$40,490. According to Cadaret, the AoA's method of notifying tribes and agencies was also inadequate. "We were told to submit a Notice of

Continued, page 20

Descendancy vote finally to be held

After months of controversy and heated debate, the Department of Interior has finally agreed to call a Secretarial Election allowing tribal members to determine requirements for tribal enrollment.

The special election will determine whether tribal members want enrollment criteria based on descendancy from an original Citizen Band allottee or proof of one-eighth blood degree.

In order to protect current members' benefits arising from past tribal claims and treaties, members who will be eligible for enrollment, should the revision pass, will not be eligible for tribal scholarships and health aids. They will, however, as a result of tribal enrollment, be eligible for all other Native American services provided through state

and federal governments, i.e., scholarships, health services, business loans and grants.

On January 5, the Business Committee received an advance copy of a letter from the Acting Assistant Secretary - Indian Affairs to the Shawnee Agency Superintendent reversing Interior's June 27 opinion and authorizing a Secretarial Election on enrollment requirements. The Secretary of Interior will rule on the tribe's constitutional revision after it is voted on by the tribal membership.

The Secretarial Election - not to be confused with the tribe's annual election of officers and referendum - will be held within 90 days under the auspices of the BIA and the election committee already in place

Continued, page 20



Tribe acquires historic site

The Citizen Band Potawatomi Tribe has finalized the purchase of 3.05 acres of land of historical significance to tribal members.

The land, purchased from the Friends Society, is located just south of the tribal complex and marks the site of the last Potawatomi allotment. The church the allotment was issued from and the Mary Bourbonnais cabin are on the land. The church was part of the purchase, but the cabin remains under Bourbonnais family ownership.

According to tribal administrator Francis Levier, the first order of business upon closing the purchase was to dispatch the tribal maintenance staff to reinforce the ancient Bourbonnais cabin. The cabin is in dire disrepair due to a shortage of funds available to the Pottawstomie County Historical Society which had previously been responsible for upkeep.

Dr. Levier said that a budget for restoration of the buildings will be included in this year's referendum.

TRIBAL TRACTS

Tribe has funds for low income energy assistance

The Citizen Band Potawatomi Tribe announces availability of funds for the Low Income Energy Assistance Program (LIHEAP).

LIHEAP funds will be utilized to assist the low income families in our service area in offsetting the cost of their primary source of heating. Persons wishing to apply may do so at the JTPA office located in the tribal administration building.

To qualify for assistance you must be able to provide proof of income during the last 12 months, proof of Indian blood and provide a shut-off notice from your vendor. Applications will not be processed without this information.

Applicable federal guidelines mandate: (1) The heating bill must be in the applicant or their spouse's name; (2) All payments will be made directly to the vendor; (3) Applicant may only be served by LIHEAP once per fiscal year; (4) Reconnection fees and other necessary fees are allowed, up to a maximum amount; (5) Applications will be handled on a first come, first served basis; (6) Applicant will be notified within 10 working days from date of application of eligibility or ineligibility; (7) Income eligibility will be in accordance with federal poverty income guidelines.

Museum visitors come from several states

Museum Visitors - November, 1988

Oklahoma - 88
Texas - 6
Wyoming - 2
Illinois - 1
California - 3
South Dakota - 1
Oregon - 3
Minnesota - 2

HOWNIKAN PEOPLE OF THE FIRE

The HowNiKan is published by the Citizen Band Potawatomi Tribe, with offices at 1901 Gordon Cooper Drive, Shawnee, Oklahoma 74801.

The HowNiKan is mailed free to enrolled tribal members. Subscriptions to non-members are available for \$10 annually in the United States and \$12 for foreign countries.

The HowNiKan is a member of the Native American Press Association. Reprint permission is granted with publication credit to the HowNiKan and the Citizen Band Potawatomi Tribe.

All letters and submissions become the property of the HowNiKan. Editorial and letters are limited to 500 words and must contain a traceable address.

All correspondence should be directed to the HowNiKan, 1901 Gordon Cooper Dr., Shawnee, 74801. Address changes should be sent to: Citizen Band Potawatomi Tribal Office, 1901 Gordon Cooper Dr., Shawnee, Ok. 74801.

Citizen Band Potawatomi Business Committee
Chairman - John "Rocky" Barrett
Vice Chairman - Jim Young
Sec./Treasurer - Bob F. Davis
Committeeman - Dr. Francis Levier
Committeeman - Hilton Melot



Ruby And Guy Curtis Prepare Presents



Ara Curtis At The Wrapping Table

Tribal effort plays Santa Claus to 208 children

A joint effort between the tribe's bingo hall, museum, health department and Title VI program resulted in making Christmas a little brighter this year for 208 Indian children.

A Toys for Tots fundraising bingo game held December 13 netted 45 new toys and \$830 for the project. K-Mart of Shawnee gave the tribe a 10 percent discount on items purchased for the project which translated to a \$83 dona-

tion. Hardesty Grocery donated \$40 in supplies. Clothing was donated by the tribal museum and the entire operation was coordinated by the tribal health services staff. Title VI Elderly Feeding Program participants volunteered to giftwrap all packages that were then distributed to needy Native American children - 110 of whom were Potawatomi.

Tours were conducted for four (4) youth groups.

HowNiKan donors are recognized

The following have made donations to the HowNiKan:

Donald J. Pearce, New York - \$25
Vernon Motley, Oklahoma - \$20
Linda Burns, Kansas - \$5
Edna Bailey, Kansas - \$5
Francis Greemore - Kansas, \$5
Vincent M. Dimler - Oregon, \$20
Francis Greemore - Kansas, \$5
Martha Caparell - Indiana, \$5
Geraldine C. Allen - Oregon, \$15
William H. Lambert - California, \$10
Gladys B. Small - Arizona, \$10
Cherie L. Fabian - Ohio, \$10
John Lawless - Florida, \$25
Robert & Everett Bostic - Missis-

sippi, \$50

Elwood Schabell - Washington, \$10

Glenys Small - Colorado, \$10

Marie Ann Mauldin - Alaska, \$10

Mike McCurtain - Kansas, \$10

Candidates must file On March 27, 28 or 29

Tribal members wishing to run for tribal office in the 1989 election must file their declaration of candidacy March 27, 28 or 29. Positions open this year include tribal chairman, committeeman one and committeeman two on the Business Committee and three Grievance Committee spots.

A tribal member is eligible to file for office if (s)he is 21 years of age and residing in Pontotoc, McLain,

Oklahoma, Lincoln, Cleveland, Seminole, Pottawatomic or Okfuskee County.

A person is not qualified to run if they have ever been convicted of a felony, been impeached or recalled by the tribe or ever been found civilly or criminally liable for a breach of fiduciary duty to the tribe.

A cashier's check for \$150 must be filed with the election committee along with the candidate's declaration for office. Filings will be accepted during normal working hours at the tribal complex March 27-29.

Here's how to vote in tribal election

This year's General Council and election will be held on June 24 at the tribal complex in Shawnee, Oklahoma. On-site voting will occur between 7 a.m. and 2 p.m.

Tribal members wishing to vote by absentee ballot must request a ballot before June 4 and it must be returned to the election committee by 10 a.m. the day of the election.

All tribal members 18 years of age or older are eligible to vote in the 1989 tribal election. You may request a ballot by returning the form printed in every HowNiKan or by mailing a request that includes your correct mailing address, roll number, date of birth and legal signature. All requests should be mailed to the Potawatomi Election Committee, P.O. Box 310, Tecumseh, OK 74873.

Tribal Election Notice

The annual tribal referendum and election will be held on June 24, 1989. Voting will be at the tribal complex the day of the election from 7 a.m. until 2 p.m. Requests to vote an absentee ballot must be made by June 3, 1989. Requests for absentee ballots must be in writing and include the correct mailing address, roll number and legal signature of the person making the request.

A referendum budget to determine expenditure of accumulated interest from set-aside funds, as well as election of a tribal chairman, two committeemen and three grievance committee members will also be on the ballot.

Requests for tribal election ballots should be mailed to: Potawatomi Election Committee, P.O. Box 310, Tecumseh, OK 74873.

The filing period for candidates in the 1989 election is March 27, 28 and 29.

Transition From BIA To Five Tribes Well Underway

By Dr. Francis Levier, Tribal Administrator

The transition period for the five tribes of the Shawnee Agency to contract functions of the BIA is well underway. The assumption of the Shawnee Agency by the Citizen Band, Kickapoo, Absentee Shawnee, Iowa and Sac and Fox Tribes marks the first time a multi-tribal group has ever contracted a BIA agency.

Four of the tribes are contracting all programs previously operated by the Bureau. The Kickapoo have contracted all functions except those involving Real Property Management and Natural Resources.

According to Area Director Walter R. Mills, plans have been made to maintain a residual staff on nine employees at the Shawnee Agency. Included would be a superintendant, administrative assistant, contract specialist and an Individual Indian Monies Accounts clerk.

"Obviously, none of this would be possible without the cooperative relationship of the tribes involved," Mills said, adding, "This is an opportunity for the five tribes to show what they can do. Their action (in contracting the agency) is in keeping with the federal Indian policy of self-determination and we are happy they are accept-

ing the responsibility to serve their people in a meaningful way. We are optimistic the tribes will continue to be successful in their efforts of tribal self-government and development."

The tribes were given a schedule to pick up files and property dealing with their individual programs. On January 3, the Citizen Band picked up theirs, including one four-drawer file cabinet which contained tribal rolls. Additionally, small boxes of forms and miscellaneous materials were transferred to tribal offices. Considering the Shawnee Agency has handled documents and records for the tribe since the early 1900's, and some 30-odd employees have worked an excess of 90 years at the agency, I was surprised at how little was declared to be ours when we assumed the agency functions. Everything relating to our tribe would fit in two file cabinets!

The chairmen of the five tribes will be visiting with the Area Director next week to discuss the massive amounts of property being retained by the BIA's "residual" staff. Issues to be discussed include: Why do nine people need 11 computers to oversee five tribes' contracts? Particularly since the tribes will be performing the work of 30

people with computers? The tribes received no software at all!; Where has the agency's motor pool disappeared to?; Where did all of the law enforcement equipment go to?; Why is the agency maintaining a law library when all five tribes are under tribal court jurisdictions?

The tribes, of course, anticipated the Bureau's actions regarding property and did not let it stand in the way of getting operations going under tribal supervision. Social services, tribal courts, law enforcement, tribal services, real property, appraisals, agriculture, direct employment, higher education, adult vocational training and miscellaneous other grants and CTGP functions have all been assumed by the individual tribes. The tribes have successfully developed each of the programs with little or no assistance from the Bureau.

Despite the bureaucratic obstacles, the tribal staff has a positive attitude and has set out to make our transition period work for the Indian people. There is so much potential for us to directly assist our own people that the staff is truly elated about the new programs.

OU investigating Indian communication patterns

Norman, OK - Communication patterns of American Indians in the context of the surrounding Anglo culture are being investigated by researchers in the University of Oklahoma's Department of Communication.

The study, which will focus on urbanized and rural American Indians, is to identify how these two groups relate to American white society, who they interact with, form friendships with, what their communication skills are and how they are used within the Anglo society.

All research team members - a faculty member, graduate students and volunteers - are American Indians. They will collect information about Native American life-

styles, communication habits and social interactions.

The team will gather its information by interviewing volunteers representing the many American Indian populations throughout the state.

American Indians who are willing to volunteer their time are needed. Interviews will begin in January at several local community sites.

People interested in being interviewed are encouraged to contact Young Kim, visiting professor of communication; Phil Lujan, associate professor of communication; or Karl Winton, doctoral student in communication, at (404) 325-3111.



Discussing a project to investigate communication patterns of American Indians in the context of the surrounding Anglo culture are members of the University of Oklahoma department of communication research team (from left) Young Kim, visiting professor of communication; Karl Winton, doctoral student in communication; and Phil Lujan, associate professor of communication. American Indians who are willing to volunteer their time to be interviewed should contact the OU department of communication, (405) 325-3111. Interviews will begin in January at several local community sites. (OU photo)

Secretarial Election Notice

A special Secretarial Election has been authorized by the Bureau of Indian Affairs to allow tribal members to vote on a Constitutional amendment that would change enrollment criteria for the tribe. In accordance with a previous tribal determination, those new members, i.e., those who become members pursuant to the proposed amendment, will be ineligible to participate in programs established with trust assets but will be eligible for other tribal programs including those with previously established funding levels. As members of a federally recognized tribe, new members will also qualify for assistance through the BIA and other programs established to assist Native Americans.

You must request a ballot to vote in a Secretarial Election. Within the next few weeks you will receive a letter from the BIA asking whether you would like to receive a ballot for the Secretarial Election. Return your response immediately to the committee established to conduct the election.

A Great Indian Prayer

Oh Great Spirit whose voice I hear in the winds, and whose breath gives life to all the world, hear me. I am small and weak.

I need your strength and wisdom.

Let me walk in beauty and make my eyes ever behold the red and purple sunset.

Make my hands respect the things you have made.

Make my ears sharp to hear your voice.

Make me wise so that I may understand the things you have taught your people.

Let me learn the lessons you have hidden in every leaf and rock.

I seek strength, not to be greater than my brother, but to fight my greatest enemy - myself.

Make me always ready to come to you with clean hands and straight eyes.

So when life fades, at the fading sunset, my spirit may come to you without shame.

Courtesy of Father Joe Murphy

1989 CITIZEN BAND POTAWATOMI ELECTION ORDINANCE

1989 ELECTION ORDINANCE OF THE CITIZEN BAND POTAWATOMI INDIAN TRIBE

BE IT ENACTED BY THE CITIZEN BAND POTAWATOMI INDIAN TRIBE
OF OKLAHOMA:

ARTICLE I CITATION AND PURPOSE

S1-101: Citation

This enactment may be cited as the 1989 Election Ordinance of the Citizen Band Potawatomi Indian Tribe.

S1-102: Purpose

The purpose of this ordinance is to repeal the Citizen Band Potawatomi Indian Tribe Election Ordinance of 1983 and to establish the rules and procedures for conducting elections authorized in Article 12, Section 1 of the Tribal Constitution.

ARTICLE II WORDS AND PHRASES

S2-101: Definitions

The following definitions shall control the meanings of the following terms:

a. "Tribal Court" shall mean the Potawatomi Tribal Court sitting at the Potawatomi Tribal Complex in Shawnee, Oklahoma.

b. "General Council Resolution" shall mean the official document, and its adoption by the Business Committee, by which the General Council acts on behalf of its membership under the authority reserved to it by the Tribal constitution.

c. "Tribe" and all derivatives thereof (e.g. "tribal") shall mean the Citizen Band Potawatomi Indian Tribe.

S2-102: Time Periods

Unless otherwise provided herein, all of the time periods established herein for filing, challenges, contests, or appeals are jurisdictional and cannot be waived.

ARTICLE III ELECTION COMMITTEE

S3-101: Creation

An Election Committee is hereby created and established having the duties and powers hereinafter set forth. The Election Committee shall conduct all elections and referendum votes in accordance with the Tribal Constitution, Tribal By-Laws, and with this ordinance.

S3-102: Composition

The Election Committee shall consist of five persons: a Chairman, Vice-Chairman, Secretary, Assistant Secretary, and a Marshal.

S3-103: Appointment

The Business Committee shall appoint the members of the Election Committee and designate the Chairman of the Committee:

a. Not later than one hundred fifty (150) days prior to an election.

b. By resolution in substantially as set forth in Appendix Form

1. (Resolution Format)

c. If a vacancy occurs on the Election Committee, the Business Committee shall fill the vacancy within five (5) days.

S3-104: Oath

Prior to entering into the duties of office, each Election Committee member shall take the following oath of office to be administered by a member of the Business Committee or a Tribal Court Judge:

I, _____, do hereby solemnly swear, or affirm, that I will support, protect and defend the Constitution and laws of the Citizen Band Potawatomi Indian Tribe, and will cause the elections of the Citizen Band Potawatomi Indian Tribe to be conducted fairly, impartially, and in accordance with the laws of the Citizen Band Potawatomi Indian Tribe, so help me God.

S3-105: Officer Selection

The Business Committee shall select from among the Election Committee members, a Chairman, a Vice-Chairman, Secretary, Assistant Secretary, and a Marshal shall be selected by the Election Committee, who shall certify in writing to the Business Committee the names of the persons so selected.

Se-106: Sub-Appointments

The Election Committee may appoint such observers, clerks, counters, marshals, and alternates, as necessary to conduct the election and shall certify such appointments in writing to the Business Committee.

S3-107: Filing Certifications

Copies of all certified appointments and sub-appointments shall be filed in the tribal Secretary's office and be open for public inspection.

S3-108: Eligibility

No person may be appointed to the Election Committee unless eligible and qualified.

a. A person is eligible if:

1. A member of the Tribe.

2. 21 years of age or older.

b. A person is not qualified for appointment if:

1. Under any court-ordered guardianship due to mental incapacity,

2. The natural or adopted brother, sister, parent, child, or spouse to a current candidate,

3. A current candidate for election to any tribal office to be decided by that election,

4. Ever convicted of a felony,

5. Ever convicted of a non-felonious crime involving the election laws of the Tribe, or

6. Ever found civilly or criminally liable for breaching a fiduciary or contractual duty to the Tribe.

S3-109: Term

Each Election Committee member shall serve from appointment until the election results for all election offices have been certified.

S3-110: Compensation

Members of the Election Committee are to receive only such compensation, traveling expenses, or stipend, as may be authorized by the Business Committee.

S3-111: Records

The Election Committee shall maintain complete and accurate minutes of meetings and retain all documents pertaining to an election. These records shall be filed in the Tribal Secretary's office within forty-eight (48) hours after each meeting and shall be open for public inspection during normal office hours at the Potawatomi Tribal Complex.

S3-112: Duties

Each Election Committee member has the duty to become thoroughly familiar with this ordinance and the Tribal Constitution and By-Laws, to see that these laws are rigorously followed, and to immediately document and report any violations to the marshal or other law enforcement personnel. In addition:

a. Chairman: The Chairman shall be the presiding member and responsible for the overall activities of the Election Committee, including safekeeping of the ballots and ballot box(s).

b. Vice-Chairman: The Vice-Chairman shall assist the Chairman, preside in his absence and assist in the conduct of the election.

c. Secretary: The Secretary shall record and maintain accurate minutes of meetings and records pertaining to an election. The Secretary shall verify the authenticity of these records and be responsible for providing all Election Committee certifications except where otherwise provided herein after each Election Committee meeting. All records shall be filed with the Secretary-Treasurer of the Tribe within two (2) working days after each meeting.

d. Assistant Secretary: The Assistant Secretary shall assist the Secretary and serve in the Secretary's absence, and assist in the conduct of the elections.

e. Clerks: The Clerks shall assist in the conduct of the elections, and shall check off the voters on the list of qualified voters. Each clerk shall keep a separate record of the members voting which shall be cross-checked frequently by the Chairman or his designate, to insure accuracy.

f. Marshal: The Marshal shall maintain order at the polls, and enforce the election laws. The Marshal shall have these powers from the time the polls open until the declaration of all election results are final.

S3-113: Procedure

The Election Committee acts only by majority vote of a quorum at a properly called and noticed meeting.

a. Quorum. A quorum of the Election Committee shall consist of any three members.

b. Meeting. Meetings may be called at any time by the Chairman, or by request of a majority of the Election Committee and shall notify the Secretary-Treasurer of the tribe two (2) working days prior to the meeting. In the event the Chairman fails to call a meeting as requested, the other members of the Election Committee who request a meeting may convene one upon prior registered mail notification to all members of the Election Committee and Secretary-Treasurer of the Tribe. The Secretary-Treasurer of the tribe shall receive prior notice of all meetings.

c. Where. All meetings shall be at the tribal office unless notice of the place and time of the meeting is conspicuously posted in the tribal office at least forty-eight (48) hours prior to the meeting.

S3-114: Rules

The Election Committee shall have the authority to recommend such rules, not inconsistent with this Ordinance, as may be necessary and proper for the conduct of tribal elections. Such rules shall be approved by the Business Committee. Copies should also be posted in prominent places in the tribal offices and such other places as the Election Committee may deem advisable. A copy of the rules should be promptly delivered to the tribal newsletter for publication.

ARTICLE IV GENERAL ADMINISTRATION

S4-101: Election Days

All tribal elections and referendum votes, unless otherwise specifically provided by law, shall be held on a Saturday. Regular elections of members of the Business Committee and Grievance Committee shall be held on the last Saturday in June of each election year. All other required tribal elections or
Continued, next page

ELECTION ORDINANCE - *Continued from previous page, continued on next page*

referendum votes shall be held upon call of the Business Committee or the Election Committee as provided by the tribal Constitution and By-Laws.

S4-102: Forms

The forms contained in the Appendix of Forms are sufficient under this ordinance and are intended to indicate the simplicity and brevity of statement which this ordinance contemplates. Except as provided herein, all forms needed for tribal elections and referendum votes shall be prescribed and provided by the Election Committee. The Tribe shall be responsible for the cost of producing all forms.

S4-103: Instructions to Voters

Instructions to voters describing the manner of casting one's vote shall be posted at the polling place and issued upon request to all eligible voters with a ballot.

S4-104: Public Information

The Election Committee shall widely disseminate to the tribe information about the dates and times of election, locations of polling places and other election-related data. The Election Committee is authorized to publish in the tribal newsletter and in other newsprint media names of candidates, election dates, polling places, election results, and other information as necessary to discharge its duties.

S4-105: Polling Place

Polling places shall be designated for each election on the tribal grounds, and for an absentee ballot mailing address.

S4-106: Ballot Box

Locked empty ballot box(s) shall be provided and shown at the polling places prior to voting. Each ballot box shall be constructed of substantial material and shall be equipped with a lock so that the keys of one lock will not unlock others. Each box shall be equipped with a slot or opening in the top through which a ballot may be inserted, but so the box must be unlocked before the ballots can be removed.

S4-107: Access to Ballots

The Election Committee Chairman and Secretary shall retain ballot box keys in their custody until all election results are finally certified. Only those authorized by this ordinance shall have access to the ballot boxes at specific times designated by the Election Committee.

S4-108: Voting Booths

At least two voting booths shall be provided at the polling place. The booths shall be constructed with a counter shelf so that:

- a. No more than one person is in the booth, and
- b. Voters can mark their ballots in secrecy.

S4-109: Poll Watchers

Each candidate may designate in writing one person, not a candidate, to watch the activities at the polls. Such designation must be presented to Election Committee officials one week prior to the election. Poll watchers may not interfere in any way with the conduct of the election, but may observe only. Any poll watcher interfering with the election or attempting to electioneer in any way may be ejected from the poll area by a marshal or law enforcement officer.

S4-110: Electioneering and Loitering

No person shall be allowed to electioneer inside or within one hundred (100) feet of the polling place where and when the election is in progress. Neither will any loitering be permitted in the polling places during voting hours. Election officials at the polling place have the duty to obtain such assistance as may be required to maintain order about the building during the progress of the election.

S4-111: Voter Conduct

No intoxicated person will be permitted in the polling place. No person will be permitted to conduct himself in such a manner which may interfere with the election progress. No person shall engage in any activity which serves as a detriment to the election progress or which inhibits the rights of another to vote.

S4-112: Anonymous Election Material

It shall be unlawful for any person, firm, corporation, partnership, organization, or association to write, print, post, or distribute or cause to be written, printed, posted or distributed a statement, circular, poster, advertisement which is designed to influence the voters on the nomination or election of a candidate or to influence the voters on any constitutional or statutory amendment or on any other issue in a Potawatomi tribal election, or to influence the vote of any member of the Business Committee or Tribal Council, unless there appears in a conspicuous place upon such circular, poster, or advertisement, either the name and address of the person, if an individual, or the name and address of the president, chairman, or secretary, or of two officers of the organization, if an organization. Persons violating this act shall be guilty of a crime punishable by the maximum incarceration and fine allowed by law.

S4-113: Application

The provisions of this section shall not be construed to apply to any matter published in any newspaper, magazine, or journal recognized and circulating as such, which matter is published upon its own responsibility and for which it shall not charge or receive any compensation whatsoever, nor shall the provisions of this section apply to any publication issued by any legally-constituted

election officials in the performance of their duties. For purposes of this provision only, a newspaper, magazine or journal is a publication which is published at intervals of either one month or less, on a continuous basis, and has been so published on said continuous basis for the six months prior to the date when ballots can first be requested by tribal members for elections of Business Committee members at the General Council. The newspaper, magazine or journal must also bear the address of the business office where the publisher or legal representative is located.

ARTICLE V CHAPTER ONE ELIGIBLE VOTERS

S5-101: Eligibility

Every tribal member 18 years of age and older in accordance with Article 5, Section 1 of the Tribal Constitution shall be eligible and entitled to vote in all tribal elections.

S5-102: Voter Lists

The tribal secretary shall have the duty to compile from the tribal membership rolls a voter list of all persons who will be eligible voters on the date scheduled for the election and shall certify the voter list and:

- a. Present a certified copy to the Election Committee no later than ninety (90) days prior to the election (if possible).
- b. Maintain at least one certified copy in the tribal office for public inspection during regular business hours no later than one hundred twenty (120) days prior to the election.
- c. Maintain at least one certified copy at each polling place on election day to check the eligibility of those presenting themselves to vote.

CHAPTER TWO CHALLENGES

S5-201: Who May Challenge

Any person may challenge the eligibility of anyone whose name appears on the voter list, or may apply to have his name added to the voter list.

S5-202: How To Challenge

A voter list challenge is initiated by filing a written petition with the Election Committee. No special form of petition shall be required although the petition shall:

- a. Clearly indicate the substance of the challenge,
- b. Specify the name, or names challenged,
- c. Set forth the relief requested,
 1. To add a name, or
 2. To delete a name, and
- d. Include supporting evidence.

S5-203: Time For Challenge

A challenge must be initiated no later than ten (10) days after the Tribal Secretary deposits the certified voter list in the tribal office.

S5-204: Decision

The Election Committee should render a decision on a challenge within ten (10) days of filing. Failure to timely act will be considered a denial of the challenge.

S5-205: Appeal

Any party aggrieved by the action or inaction of the Election Committee may thereafter appeal to Tribal Court.

S5-206: Appeal Time

An appeal must be filed within two (2) days of the de facto or de jure decision by the Election Committee.

S5-207: Appeal Parties

The individual members of the Election Committee and Business Committee shall not be named as defendants in an appeal. The tribal attorney shall represent the Election Committee and/or Business Committee and the court shall expedite such cases so as to reach a final decision prior to election day. No election shall be postponed because of a pending voter list challenge.

ARTICLE VI CANDIDATES

S6-101: Eligibility To File

In order to file for any office, a candidate must be eligible and qualified:

- a. A person is eligible if:
 1. Twenty-one (21) years of age or older,
 2. A member of the Tribe, and
 3. Physically residing within Pottawatomie, Seminole, Pontotoc, McClain, Oklahoma, Lincoln, Cleveland and Okfuskee Counties of Oklahoma.
- b. A person is not qualified if:
 1. Ever convicted of a felony,
 2. Ever found civilly or criminally liable for a breach of fiduciary duty to the Tribe, or
 3. Ever impeached or recalled by the Tribe.

S6-102: Ballot Eligibility

To be eligible to seek election and be placed on the ballot, a person must timely file for that office.

S6-103: Filed Candidate

ELECTION ORDINANCE - *Continued from previous page, continued on next page*

To be a filed candidate, one must:

- a. Be eligible to file,
- b. Timely file a declaration of candidacy with:
 1. The Tribal Secretary-Treasurer or his designate, and
 2. The Election Committee or their designate.
- c. Timely pay a filing fee of one-hundred and fifty dollars (150.00) upon filing by cashier's check, which is refundable if the candidate is declared ineligible or withdraws.

S6-104: Filing Period

A candidate must file during regular business hours 8 a.m. to 5 p.m. no earlier than ninety (90) and no later than eighty seven (87) days prior to the date of the election. The filing period is for a total of three working days.

S6-105: Form of Declaration

Although no particular form is required, the declaration of candidacy must be by affidavit and contain sufficient information for the Election Committee to determine that the candidate is eligible to file, is seeking a particular office, and has complied with this ordinance. The declaration should be substantially as shown in Appendix Form 2.

S6-106: Nicknames

Each candidate may specify one (1) nickname to be placed on the ballot alongside the candidate's true name. No nicknames may be used if identical or substantially similar to the name or nickname of another candidate. Should a dispute over the use of a name arise, the Election Committee's decision shall be final unappealable. To specify a nickname, a candidate must affirm in the declaration of candidacy that:

- a. The candidate is known by the nickname, and
- b. The nickname is not being used for any other purpose than to accurately identify the candidate.

S6-107: Acceptance

The Election Committee shall accept any filing by a person which, on its face, appears valid, that is, shows the candidate filing is eligible, qualified and has timely filed, and tendered the filing fee. Acceptance shall entitle the candidate to have his name appear on the ballot unless the candidate withdraws as hereinafter set forth or unless a contest to his candidacy is sustained in the manner hereinafter described.

S6-108: Certification Of Slate

As soon as practicable after the filing period closes, the Election Committee shall file a written certification of the slate of candidates for the election with the Tribal Secretary.

The certification shall also indicate all filings not accepted and the reasons for non-acceptance.

A6-109: Use Of Tribal Newspaper

After filing closes, the tribal newspaper will provide an equal amount of free space in the next edition for all candidates appearing on the certified slate. The purpose of allowing the free space is to allow the candidates to identify themselves to the voters. All other space in the tribal newspaper shall be available to candidates on a fee basis established by the Business Committee to reflect publication and distribution cost only.

HowNiKan Editor shall have final approval on contents of free and paid advertisements and shall review their contents for libel, slander, and inaccuracy of facts with the tribal attorney. Deadlines for receiving advertisement copy are set by editor and published in the newspaper.

S6-110: Filing For More Than One Office Prohibited

No person shall be a candidate for more than one office during any one election, nor may a tribal office holder seek another office except when the office holder's term expires contemporaneously with the election. Each candidate must specify which office is being sought; Chairman, Vice-Chairman, Secretary-Treasurer, Councilman 1 or Councilman 2.

CHAPTER TWO WITHDRAWALS

S6-201: Withdrawals

Any candidate for office may withdraw a declaration of candidacy by filing a written notice of withdrawal with the Election Committee at any time not less than sixty (60) days prior to the election. The withdrawal notice shall contain the candidate's name, the office sought, and shall be notarized or sworn to before a person authorized to administer oaths. A timely withdrawal is final.

S6-202: Procedure On Withdrawal

If a candidate withdraws, the Election Committee shall post notices to that effect at all polling places and within the voting booths, and may line through or otherwise obliterate the candidates name from the ballots. Any votes cast for a withdrawn candidate shall be rejected.

CHAPTER THREE CHALLENGES

S6-301: Kinds

The certified slate may be challenged either because a candidacy was allegedly wrongfully certified or because a person's attempted filing was allegedly wrongfully rejected.

S6-302: Who May Challenge

Any candidate may challenge the eligibility of any other candidate for the same office. If only one candidate has filed for an office, any person on the voter list may challenge the eligibility of that candidate. Only the person whose filing is not accepted may challenge the non-acceptance.

S6-304: Hearing

Upon receiving a candidacy challenge, the Election Committee shall immediately deliver copies to the challenged candidate and all other candidates for that office. A hearing on the challenge must be held within five (5) days of receipt of challenge. The Election Committee must render a decision on the challenge within seventy-two (72) hours of commencing a hearing. No formal pleadings are required. The Election Committee may subpoena witnesses and take testimony under oath. The challenger has the burden of proof.

CHAPTER FOUR APPEAL

S6-401: Appeal

Any proper party to a candidacy challenge aggrieved by the Election Committee decision may appeal to the Tribal Court.

S6-402: Appeal Time

An appeal must be filed with the Tribal Court on or before the expiration of two (2) business days following announcement of the Election Committee decision.

S6-403: Relief

The appellant shall have the burden of proof. The Tribal Court shall either:

- a. Affirm the Election Committee decision.
- b. Reverse the Election Committee decision, and, depending upon which is appropriate, add or strike a candidate's name from the slate certification.

S6-404: Time For Decision

The Tribal Court has ten (10) days to act on the appeal preceding election day. Failure of the Tribal Court to render a decision within twenty (20) days is an affirmation of the Election Committee's decision.

ARTICLE VII BALLOTS

S7-101: Candidate's Names

The name of any candidate for office shall be printed on the official ballot as set forth in the declaration of candidacy without any prefix, suffix, or title. A nickname may be included if properly requested. Position on ballot will be determined by order of filing for a particular office. As soon as the candidates filing period closes and period for challenges expires without a timely challenge, the Election Committee will prepare a ballot. If a candidacy challenge is filed, the ballot will be prepared as soon as the challenge is resolved.

S7-102: Unopposed Candidates

Any candidate who is unopposed for an office shall:

- a. Appear on the ballot with the designation "unopposed" printed next to his name, and
- b. On election day be deemed elected to that office.

S7-103: Ballot Care

Specific instructions to the voter may be printed at the top of the ballot. Ballots shall not be numbered or show any other lettering or identifiable markings, unless such markings be on a perforated "tear-off" slip to be removed prior to placing the ballot in the ballot box.

- a. Only one ballot shall be cast by each eligible voter.
- b. A ballot shall be cast only after the voter has signed the poll register unless voting by absentee ballot.
- c. Election Committee officials shall account for all "ballots."
- d. A ballot shall be issued to each eligible voter by mail or through distribution at the tribal offices by the Election Committee.

ARTICLE VIII ABSENTEE VOTING

S8-101: Eligibility

Any voter can vote by absentee ballot.

S8-102: Application

Requests for absentee ballots must be in writing and include the correct mailing address, roll number, and legal signature of the person making the request.

S8-103: When To Apply

Requests to vote an absentee ballot must be made not less than twenty (20) days prior to the election.

S8-104: Receiving Ballot and Absentee Voter List

After final certification of slate the Election Committee will have ten (10) working days to print ballots. Ballots will be mailed immediately after final certification of slate and upon receipt of an appropriate and timely request. The Election Committee shall maintain an accurate written record ("Absentee Ballot List") of all ballots so issued, including the name, address, roll number, and legal signature of the voter to whom the absentee ballot was issued, and the date of the issue immediately after final certification of the slate at a timely or appropriate request.

S8-105: Voting

Those voting by absentee ballot shall mark their ballots, seal them in an inner

ELECTION ORDINANCE - *Continued from previous page, continued on next page*

envelope, and see that the absentee ballot is timely delivered. Only the outer envelope shall have the voter's name, return address and roll number written upon it.

S8-106: Delivering Completed Ballot

Those wishing to vote by absentee ballot must see that their outer envelope with enclosed inner and absentee ballot are delivered to the designated post office box not later than 10:00 a.m. of the last Saturday in June.

S8-107: Handling

All absentee ballots received by the Election Committee shall remain in a locked post office box provided for that purpose in Tecumseh, Oklahoma Post Office until 8:00 a.m. on election day, at which time the Election Committee Chairman, or an election official designated by the Chairman, and at least one other election official shall:

- Receive the ballots from the post office,
- Personally transport them to the polling place,
- Deliver them immediately, still sealed, to the remaining members of the Election Committee.
- Deposit them unopened in a special locked ballot box.
- The same procedure shall be followed at 10 a.m., and
- Tabulate them immediately upon delivery by election officials in the presence of candidates poll watchers.

S8-108: Procedure Mandatory

No absentee ballot will be received at any time or by other means than provided for herein.

ARTICLE IX

CONDUCT OF ELECTIONS

CHAPTER ONE

VOTING

S9-101: Voting Period

The polls shall be opened at each polling place from 7:00 a.m. until 2:00 p.m. Saturday the day of General Council meeting. Any voter in line at the polling place at 2:00 p.m. but unable to cast a ballot before 2:00 p.m. shall be allowed to cast a vote.

S9-102: Voting

All voting is by secret ballot. Upon being identified as being on the official voters' list and not having previously received a ballot, each prospective voter shall:

- Be handed an unused ballot by an election official,
- Sign his name on a voter register, kept for that purpose, to acknowledge receipt of the ballot,
- Vote in privacy, in a voting booth, by marking the box opposite the name of the candidate supported by the voter,
- Fold the ballot so the choice cannot be seen by others, and
- Personally deposit the ballot in the ballot box.

S9-103: Voter Assistance

The election officials may allow a voter to obtain the assistance of any person in casting a vote if the voter is physically unable to cast a ballot and assistance, without previous suggestion, is requested. The Election Committee shall decide whether assistance may be rendered which decision shall be final and unappealable.

S9-104: Marking The Ballot

A ballot shall show only the marking of the voter's choice and shall not show more choices than the election calls for. A person may choose not to vote for any candidate for a particular office. However, if a voter marks a ballot so that the vote is apparently for more than one candidate for a single office or for a candidate not properly listed, or bearing any other such material errors, the ballot will not be counted, but will be marked by official, and retained as hereinafter provided.

S9-105: Mutilated Ballots

If a voter mutilates a ballot or renders the ballot unusable another may be obtained, and the mutilated ballot shall be folded and marked "mutilated" in ink. Each member of the Election Committee on duty at that polling place shall sign below this marking and the mutilated ballot shall be placed in a large envelope marked "mutilated ballots." The envelope containing all mutilated ballots shall be placed in the ballot box at the end of the voting.

S9-106: Unused Ballots

Ballots unused at the end of the voting shall be tied together, marked "unused" in ink, signed by at least two election officials, and placed in the ballot box at the end of the voting.

CHAPTER TWO

COUNTING THE VOTE

S9-201: The Tally

The absentee ballots, voter registers, and ballot boxes shall be transported to the counting room in the tribal office. Thereafter, the Election Committee shall:

- Unlock the ballot box(s),
- Remove the regular ballots one by one, and
- As each is removed, the clerks shall read off the names of the candidates marked thereupon.

S9-202: Counting The Absentee Ballots

The Election Committee shall count the absentee ballots. Each outer envelope shall be opened, but the inner envelope shall remain unopened at that point. The Chairman shall then determine:

- Whether the person whose name is signed to the outer envelope and affidavit is a qualified voter.
- Whether the voter is on the absentee ballot list,
- Whether the voter has already signed the voter register to make sure the voter has not already voted either by another absentee ballot or in person.

S9-203: Counting And Rejecting Ballots

Any ballot not properly submitted in accordance with the instructions for absentee balloting or otherwise in violation of this ordinance will be rejected. Unless rejected, the sealed, inner envelope shall be dropped into the official absentee ballot box and remain there until the actual count of all absentee ballots is started. The absentee ballots shall then be counted in the same manner as regular ballots.

S9-204: Observing Tally

At least two election officials shall view each ballot, and each counter shall keep a separate tally of the votes cast. Each candidate may select a watcher, not a candidate, who shall not interfere with the tally process, but can observe and keep a separate record of the tally of the ballots.

S9-205: Rejection of Ballots

If, during the tallying of the votes, the members of the Election Committee are unable to determine from a ballot the choices of a voter, the ballot shall be rejected. A rejected ballot shall be marked "rejected" in ink. Each member of the Election Committee shall sign his name below this marking. Rejected ballots shall be kept together, and placed in the ballot box at the end of the tally.

S9-206: Certified Abstract

At the close of the tally, the Election Committee members shall:

- Open the ballot boxes and display the empty box to all persons present to insure that no ballots are contained therein,
- Determine the total vote cast including the absentee ballots for each candidate for each office,
- Write down these totals, together with the number of rejected ballots, spoiled ballots, unused ballots and total ballots printed,
- Sign the written totals as a certified abstract of the election results,
- Read the certified abstract aloud to the public,
- Deliver copies of the certified abstract to:
 - The Business Committee
 - The Tribal Court Clerk, and
 - The Election Committee files in the tribal Secretary's office.

S9-207: Recounts

If the votes cast for two or more candidates (with the highest vote) is tied, or if the highest vote is larger than the next highest vote by less than 10% of the total vote cast for that office, the Election Committee shall immediately open the ballot box and recount the vote for that office on all the unutilized unrejected ballots, rejecting any which it is unable to determine the choice of the voter. The recounts shall continue until two consecutive counts agree, and a new abstract shall then be prepared and read aloud to the public.

S9-208: Request For Recount

Since the Election Ordinance provides for automatic recount of ballots, any request for recount of ballots must list the reasons therefore in writing and be submitted to the Election Committee Chairman, or his designated representative within two (2) working days after the election.

Such request must be accompanied by a non-refundable cashier's check of \$200.00 made payable to the Citizen Band Potawatomi Indian Tribe of Oklahoma. Said check shall be forwarded to the tribal Secretary-Treasurer to be credited against the cost of the recount. The Election Committee shall meet and decide within five (5) days of receipt of the notice whether or not such reasons listed in the request are sufficient to cause a recount of ballots. If no recount is made, the \$200.00 is refunded.

S9-209: Run-Off Elections

A candidate for membership on the Business Committee must receive the highest number of votes in order to be elected. If the abstract shows that the highest number of votes cast for two or more candidates for an office is tied, a run-off election shall be held within sixty (60) days after the general election. The Election Committee shall supervise the run-off election following the same rules and procedures followed in the general election. Subsequent run-off elections may be held in the same manner if necessary. As soon as some candidate has received a higher vote than any other candidate, no further run-off elections will be had.

S9-210: Retention of Ballots

Upon completion of the election and announcement of the certified abstract, the Election Committee shall lock all ballots and records in the ballot box and deposit the ballot box in the vault of the designated bank, post office, or other secure area as approved by the Election Committee, to be held for safekeeping until final certification of the election results and installation of all officers. Only the Chairman and Secretary of the Election Committee shall have access to these

ELECTION ORDINANCE - Continued from previous page

records. After installation of all officers, the Election Committee shall return all ballots and election records to the tribal Secretary to be placed in permanent confidential tribal records for a period of five (5) years. The documents will not be available for public viewing in order to preserve the confidentiality of the persons voting in the election. From and after the date of final installation of all elected officials and after the five-year period is completed, the tribal Secretary may remove the election ballots and records, except the final certification of successful candidates, and destroy them.

The final certification of election results entered by the Election Committee shall not be removed but shall be retained as a permanent public record.

S9-211: Election Certification

The Election Committee shall certify the election results for all uncontested offices immediately after the two (2) working day period for filing an election contest expires. If an election office is timely contested, then no certificate of election for contested office shall be issued until, if appropriate, after the election contest is finally decided.

S9-212: Finality

The Election Committee's certification of uncontested election results of the Election Committee's certification of the election results following an election contest provided for herein shall be final unappealable.

ARTICLE X INSTALLMENT

S10-101: Installment

In order to provide for an orderly transition of power, all newly-elected officers shown on the certificate of election shall be installed immediately following the election.

S10-102: Effect of Installment

Once an officer is installed removal is only by impeachment, recall or some other procedure authorized by the tribal constitution or recount certification.

S10-103: Incumbents

Consistent with Article 12, Section 1 of the Tribal Constitution, the term of an incumbent office holder shall not expire until installation of his successor.

ARTICLE XI ELECTION CONTESTS CHAPTER ONE ELECTION COMMITTEE REVIEW

S11-101: Who Can Contest

Only a candidate for the disputed office may contest the election results for that office.

S11-102: Grounds

Only two (2) grounds may be asserted for contesting an election. The grounds are that the Election Committee erroneously counted or failed to count ballots, which failures were of such a magnitude that:

- a. Either the contestant is entitled to be elected to the office, or
- b. It is impossible to determine with mathematical certainty which candidate is entitled to be elected to the office.

S11-103: When To Contest

Any candidate desiring to contest a tribal election for an office must do so within two (2) business days after announcement of the certified abstract of election results.

S11-104: How To Contest

A contest can only be initiated by:

- a. Timely filing with the Election Committee a verified statement setting forth the particular grounds for the contest, and
- b. Depositing \$250 cash with the Election Committee to cover costs of the hearing (if the contest is unsuccessful, the cash deposit shall be refunded).

S11-105: Election Committee Hearing

The Election Committee shall set a hearing of the contest no later than five (5) days after the contest is filed. Written notice of such hearing shall be mailed or delivered to each candidate for the office contested. Any party to the election protest and the Election Committee shall have the right to view the election ballots and records in the presence of the Election Committee Chairman in the tribal offices. Any party to the protest or a tribal member shall be entitled to copies of the ballots from the Court Clerk upon payment to said clerk of normal and customary charges. Said certified copies shall be received as evidence by the Election Committee in like manner as an original. Alternatively, the Election Committee, upon request of a party or on its own motion, may convene a hearing for any protested election at the Tribal Courthouse, for the purpose of reviewing the election materials. After hearing the proofs and allegations of the contestants, the Election Committee shall make factual findings and one of the following conclusions:

- a. That the contested election should be confirmed, or
- b. The contestant should be declared the winner of the election, or
- c. The contested election should be set aside and a new election held.

CHAPTER TWO APPEAL

S11-201: Appeal

Any proper party to an election contest aggrieved by the findings and decisions of the Election Committee may appeal to the Tribal Court.

S11-202: Time

An appeal must be filed within five (5) days of receipt of notification of the decision of the Election Committee.

S11-203: Parties

The Election Committee and the person whose election is challenged are indispensable parties to the appeal. Any other candidate for that office may intervene. The individual Election Committee members are not necessary or proper parties to such action. The tribal attorney shall represent the Election Committee.

S11-204: Relief

The Tribal Court whose decision is final may only:

- a. Confirm with Election Committee decision,
- b. Order a new election for the contested office, or
- c. Reverse the Election Committee decision and order the Election Committee to certify the election of the contestant to the office.

S11-205: Standard

Neither the Election Committee nor the Tribal Court shall invalidate any certified abstract of election results and order a new election for an office unless clear and convincing evidence shows that the person receiving the most votes for the contested office as shown on the certified abstract cannot be mathematically determined to be the clear winner.

ARTICLE XII REFERENDUM

S12-101: General Council Resolutions

Because they relate to claims or rights growing out of treaties only, all General Council Resolutions shall be voted on in a referendum vote.

S12-102: Absentee Votes

All absentee votes shall be handled by the Committee in the same manner as that prescribed for casting tribal election ballots. All absentee ballots must be distributed at least twenty (20) days prior to any General Council Meeting and received by the Election Committee by 10:00 a.m. on the day of any General Council Meeting. These ballots will be received for counting and counted on the day of the General council Meeting and the results certified to the Business Committee. The issues to be voted on must receive a majority vote for adoption. Results of the vote will be published in the tribal newspaper.

S12-103: Resolution Preparation

Preparation of Resolutions for referendum vote shall be by the Business Committee or by provisions provided for under Article X of the Tribal Constitution.

ARTICLE XIII SPECIAL ELECTIONS

S13-101: Election Board

When a special election is properly called, the Business Committee by resolution shall establish an independent election board to conduct the special election.

S13-102: Composition

The independent election board shall have the same composition as that of the Election Committee provided for herein.

S13-103: Powers Of The Election Board

The independent election board shall have the same powers and duties as set forth herein for the Election Committee and shall have such further powers as are necessary to carry out the duties imposed by the Tribal Constitution and By-Laws. Further, the independent election board will have the power to establish different time periods for filing, challenges, contests and appeals, but shall not have power to change the other substantive and procedural rules provided for herein including, by way of example only, the eligibility to vote and the eligibility and qualifications of a candidate.

ARTICLE XIV VIOLATIONS

S14-101: Misdemeanor

In addition to any other penalties (civil or criminal) provided by law, any person willfully violating the duties and obligations imposed by this ordinance is guilty of a misdemeanor and, upon conviction, may be punished up the maximum allowed for misdemeanors.

S14-102: Venue And Jurisdiction

The venue and jurisdiction for all violations is exclusively in the Tribal Courts.

ARTICLE XV QUO WARRANTO

S15-101: What Is Quo Warranto

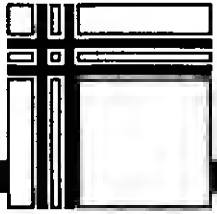
Quo warranto is the name of the writ by which title to an office is resolved. It is not a substitute for or an alternate to the election challenges or appeals provided herein before.

S15-102: Who May Seek

Only a person claiming a better right to the office may bring a quo warranto action.

S15-103: Who Is The Proper Party Defendant

The only proper party defendant is the person who holds title to the office.



TREATIES: *The treaty of 1803*

TREATY WITH THE DELAWARES, ETC., 1803

Articles of a treaty between the United States of America, and the Delawares, Shawanoes, Putawatimies, Miamies, Eel River, Weeas, Kickapoos, Piankashaws, and Kaskaskias nations of Indians.

ARTICLES of a treaty made at Fort Wayne on the Miami of the Lake, between William Henry Harrison, governor of the Indiana territory, superintendent of Indian affairs and commissioner plenipotentiary of the United States for concluding any treaty or treaties which may be found necessary with any of the Indian tribes north west of the Ohio, of the one part, and the tribes of Indians called the Delawares, Shawanoes, Putawatimies, Miamies and Kickapoos, by their chiefs and head warriors, and those of the Eel river, Weeas, Piankashaws and Kaskaskias by their agents and representatives Tuthinipee, Winnemac, Richerville and Little Turtle (who are properly authorized by the said tribes) of the other part.

ARTICLE 1st. Whereas it is declared by the fourth article of the treaty of Greenville, that the United States reserve for their use the post of St. Vincennes and all the lands adjacent to which the Indian titles had been extinguished: *And whereas*, it has been found difficult to determine the precise limits of the said tract as held by the French and British governments: it is hereby agreed, that the boundaries of the said tract shall be as follow: Beginning at Point Coupee on the Wabash, and running thence by a line north seventy-eight degrees, west twelve miles, thence by a line parallel to the general course of the Wabash, until it shall be intersected by a line at right angles to the same, passing through the mouth of White river, thence by the last mentioned line across the Wabash and towards the Ohio, seventy-two miles, thence by a line north twelve degrees west, until it shall be intersected by a line at right angles to the same, passing through Point Coupee, and by the last mentioned line to the place of beginning.

ART. 2d. As a mark of their regard and attachment to the United States, whom they acknowledge for their only friends and protectors, and for the consideration herein after mentioned, the said tribes do hereby relinquish and cede to the United States the great salt spring upon the saline creek which falls into the Ohio below the mouth of the Wabash, with a quantity of land surrounding it, not

exceeding four miles square, and which may be laid off in a square or oblong as the one or the other may be found most convenient to the United States: And the said United States being desirous that the Indian tribes should participate in the benefits to be derived from the said spring, hereby engage to deliver yearly and every year for the use of the said Indians, a quantity of salt not to exceeding one hundred and fifty bushels, and which shall be divided among the several tribes in such manner as the general council of the chiefs may determine.

ART. 4th. For the considerations before mentioned and for the convenience which the said tribes will themselves derive from such establishments it is hereby agreed that as soon as the tribes called the Kickapoos, Eel River, Weeas, Piankashaws and Kaskaskias shall give their consent to the measure, the United States shall have the right of locating three tracts of lands (of such size as may be agreed upon with the last mentioned tribes) on the main road between Vincennes and Kaskaskias, and one other between Vincennes and Clarksville for the purpose of erecting houses of entertainment for the accommodation of travellers. But it is expressly understood that if the said locations are made on any of the rivers, which cross the said road, and ferries should be established on the same, that in times of high water any Indian or Indians belonging to either of the tribes who are parties to this treaty shall have the privilege of crossing such ferry toll free.

ART. 5th. Whereas there is reason to believe that if the boundary lines of the tract described in the first article should be run in the manner therein directed, that some of the settlements and locations of land made by the citizens of the United States will fall in the Indian country-It is hereby agreed that such alterations shall be made in the direction of these lines as will include them; and a quantity of land equal in quantity to what may be thus taken shall be given to the said tribes either at the east or the west end of the tract.

In testimony whereof, the commissioner of the United States, and the chiefs and warriors of the Delawares, Shawanoes, Putawatimias, Miamis, and Kickapoos, and those of the Eel rivers, Weas, Piankashaws, and Kaskaskias, by their agents and representatives Tuthinipee, Winnemac, Richeville, and the Little Turtle, who are properly authorized, by the said tribes, have hereunto subscribed their names and affixed their seals, at for Wayne, this

seventh day of June, in the year of our Lord one thousand eight hundred and three, and of the independence of the United States the twenty-seventh.
William Henry Harrison [L.S.]

Miamis:
Richewille, his x mark, [L.S.]
Messeekunnoghquoh, or Little Turtle, his x mark, [L.S.]
On behalf of themselves, Eel Rivers, Weas, Piankashaws and Kaskaskias, whom they represent.

Kickapoos:
Nehmehtohah, or standing, his x mark, [L.S.]
Pahsheweha, or cat, his x mark, [L.S.]
Neahmemsieeh, his x mark [L.S.]

Putawatimas:
Tuthinipee, his x mark, [L.S.]
Winneman, his x mark, [L.S.]
On behalf of the Putawatimas, and Eel Rivers, Weas, Piankashaws, and Kaskaskias, whom they represent.
Wannangsea, or five medals, his x mark, [L.S.]
Keesas, or sun, his x mark, [L.S.]

Delawares:
Teta Buxike, his x mark, [L.S.]
Bukongehelas, his x mark, [L.S.]
Hockingpomsken, his x mark, [L.S.]
Kechkawhanund, his x mark, [L.S.]

Shawanoes:
Curthewekasaw, or Black Hoof, his x mark, [L.S.]
Methawnasice, his x mark, [L.S.]

Signed, sealed, and delivered in the presence of:
J.R. Jones, secretary to commission,
John Gibson, secretary Indian Territory,
Tho. Pasteur, captain, First Regiment Infantry,
William Wells, interpreter,
John Johnson, United States factor,
H. Aupaumut, chief of Muhhecon,
Thomas Freeman.

The proceedings at the within treaty were faithfully interpreted by us, John Gibson and William Wells; that is, for the Delawares, John Gibson, and for the rest of the tribes, William Wells.

John Gibson
William Wells.

How to trace your family history

Start by assembling all family records. Begin with yourself and work backwards, following one side of the family at a time. It helps to use a genealogical chart or a detailed family record book available through most genealogical societies.

The next step is to make lists of dates in chronological order, one for each side of the family. Start as far back as possible and list births, marriages, deaths, and other important events. Keep a separate card for every member of the family. In addition to the usual biographical information, put down birth order (such as "only child" or "first son"), education, occupation, major illnesses and the various information you have about that person.

Next, see if your library has a copy of Genealogies in the Library of Congress, a huge two-volume catalog. Two good how-to books to ask for are *Searching For Your Ancestors* by Gilbert H. Doane, and *Know Your Ancestors* by Ethel Williams. The librarian may be able to suggest other helpful books.

Useful pamphlets are *Where To Write For U.S. Birth & Death Records*, free from the Public Health Service, National Center for Health Statistics, 5600 Fishers Lane, Room 8-20, Rockville MD 20857; *A Guide To Genealogical Records In The National Archives*, from Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402; *Introducing The Genealogical Society*, General distribution Center, Church of Jesus Christ of the

Latter-Day Saints, 1999 West 1700 South, Salt Lake City, Utah 84104

Start your specific inquiries in the geographical area your family came from. Good sources include: The New England Historic Genealogical society, 101 Newbury St., Boston Mass. 02116; the National Genealogical Society, 1921 Sunderland Place NW, Washington DC 20036; the Newberry Library, 60 W. Walton St., Chicago IL 60610; and the Bancroft Library, University of California at Berkeley CA 94720. Write for information first; many libraries have forms specifying the data they need from you. Always enclose a stamped, self-addressed business envelope.

If you're searching for ancestors who came from another country, the best source of information is their respective naturalization records. These usually include place of birth, and can be found by searching the court records in the city or country where they first applied for citizenship.

Once you know the birthplace of a foreign born ancestor you can write to the parish church in that community. Many have birth, death and marriage records going back hundreds of years, but there is usually a fee.

Oral history is important to those of Indian ancestry. Oral History for the Local Historical Society has information, and is available from the American Association for State/Local History, 1400 Eight Ave., Nashville TN 37203

(From *Grapevine*, Winter 88, Genesee Valley)



Letter from the chairman

*(Msen A Ken Eh
Na Ka Nit)*

Bourzho Nicon, (Hello my friends),

For those of you who do not live in Shawnee, Oklahoma or near here, I can only describe the concern that I felt when the announcement was made concerning the Tribe's acquisition of the fastest growing bank in the county, First Oklahoma Bank.

In spite of the assurances we made to the public that the majority of the Board of Directors and the current management would not change, I was concerned that the announcement would be greeted with a reaction contrary to the best interests of the bank. This is, after all, a town that has had signs in the bars on East Main that said "No dogs or Indians" in my lifetime. It is a town that voted against rezoning a piece of property for the Kickapoo Tribe's development efforts as recently as last month.

So, I was concerned that there might be a reaction. Instead, the announcement was greeted with enthusiasm and expressions of good will. Only one depositor left the bank with her \$600. Only one person has complained about the acquisition to me or any member of the Business Committee or the people at the bank. All in all, not a bad reaction.

The reason is how the public perceives the Potawatomi Tribe. We have demonstrated success in our business ventures — the store, golf course, bingo hall and computer company. The application to the Comptroller of the Currency had a requirement for resumes on all the members of the Business Committee. The reason for their requirement was the necessity of having people with a college education and

successful business experience in an ownership position of the bank with the best primary capital ratio (11.3%) and best equity capital ratio (9.67%) in town. This Business Committee has those characteristics. While not entirely fair, the standard by which the non-Indian community will judge us until we acquire the financial and political strength to control our own destiny will be based on the personal backgrounds of the Business Committee members.

The advantages we can bring to a bank are myriad: deposits, loans, government guarantees and several kinds of bonds. When we can, we will bring these advantages to First Oklahoma Bank in an orderly, conservative manner. We must be very careful — for the sake of the bank and its depositors, for the sake

of the reputation of the Potawatomi Tribe and for the sake of any other Tribe that wishes to emulate our first step towards financial security.

Being the first Tribe to buy control in a healthy, successful bank carries a great deal of responsibility. We must remember, first and foremost, we are not bankers. We are investors. We have to leave the running of the bank to the professional staff. Our job as one of the Directors of the bank is to insure compliance with all banking regulations and the application of sound business practices. Tribal conflict of interest regulations prevent members of the Business Committee from borrowing money from the bank. This is healthy and correct. We do, however, hope all of our members will consider doing business there, either as depositors and borrowers, or as credit card holders. We will only get stronger through your participation. Your deposits are insured up to \$100,000 by the FDIC, the same as at any other nationally-chartered bank.

All that is left is the approval of the Comptroller of the Currency. Cross your fingers and wish us luck!

By Vern Lambert

Devil's Lake Sioux Tribe

Thoughts and ideas often occur to me on issues involving modern Indian problems we encounter each day of our lives here on the reservation.

All of these problems ultimately lead to one issue which we adults must address if we want to identify our problems and find solutions for them. They are our problems and only we can do anything about them. My thoughts always bring me back to the question, "What is being

What is being Indian?

Indian?"

Some modern Indian characteristics identifying us today are as follows:

- Being identified by pedigree (enrollment blood quantum).
- Being identified in unification with alcohol abuse.
- Being uneducated.
- Being unemployed.
- Being undependable.
- Being undisciplined.

Being racists.

Falling away from the belief in the Great Spirit (God).

At this point I ask myself, if this is what it means to be Indian then I don't think I want to be one. Then I ask myself what would my great ancestors think of me, giving up so easily? They surely didn't negotiate and agree to a treaty which would save their culture and heritage for their descendants. How would they answer the question, "What is being Indian?" I feel they would respond to the above mentioned characteristics in the following way:

Any one who accepts our standard of life and is willing to live among us will be considered one of us.

Alcohol is not a part of our cultural heritage so we will not use it.

Education needs for the young people were always maintained and implemented by the parents and elders.

Indians all had duties and responsibilities to fulfill and proceeded to fulfill them expertly and on time.

Indian people were very depend-

able as exemplified by the fact that agreements were sealed by a handshake, there were no wills, laws were orally upheld and abided by, lawsuits were unheard of, etc.

The Red Road standard is just as disciplined as the white man's standards.

Being Indian is a standard of life and not what color or pedigree you are.

The base of the Indian standard is a total belief in the Great Spirit. Everything evolves around this belief. It is not just a religion, it is our way of life.

Once again I feel the excitement of the challenge we must face in restoring our Indian standard of life. I understand the deep, deep meaning of a statement our ancestors and elders always made to the young. "It is hard to be an Indian." Conforming to the latter description would be very hard while conforming to the modern day characteristics described is very easy.

There is a long hard challenge we must face if we are to begin recognizing, practicing and teaching the young people that "It is indeed hard to be an Indian."

How Mitakuya Owas

(Reprinted from the November 29, 1988 Lakota Times.)



Barrett Announces Candidacy

Tribal Chairman John Barrett announced his candidacy for re-election at the Title VI Elderly Feeding Program Thanksgiving celebration. "I believe strongly in honoring our elders," says Barrett. "In doing so you honor your tribe and you honor wisdom. In our tribe's early times it was the elders, specifically the elder women, who selected the tribal leaders. I announced my candidacy and asked for support and advice from our own elders because I believe they are truly the wisest people within our tribal family."

Regional Council Change

The Scottsdale Regional Council, originally scheduled for February 4, has been changed to February 5. The Houston Council has been changed from March 11 to March 4.



In your opinion ...

'HowNiKan improves with every issue'

Dear Editor,

The HowNiKan improves with each issue. It's an interesting mix of news, history, photos and letters.

Enclosed, please find a \$10.00 donation to aid in continued success.

Cherie LaFromboise Fabian
Ohio

'Paper enjoyable, praised nationwide'

Dear Pat,

You have promoted the HowNiKan into an enjoyable, historical and interesting, valuable paper. It is read and praised nationwide. The last (2) papers contained an entire history and family tree or genealogy of my Mother's family. This should all be put in a book. I am proud to have these papers, I will treasure them for many years.

I will also mention the up-to-date news; interesting notes and news on other tribes.

Find enclosed \$10 for my paper plus, 1 year to my son in Henderson, Texas.

Gladys Small
Arizona

An open letter from Leon Bruno

An open letter from Leon Bruno to the members of the Citizens Band Potawatomi Tribe

In a recent issue of the How-Ni-Kon Mr. John Barrett, current Chairman of the Potawatomi Tribe, asked me a specific question and I would like to now answer that question. Mr. Barrett's question was "why did Leon Bruno sign the Bingo agreement with EMCI, Inc.?"

That question is very easily answered I did not sign the initial agreement with EMCI, Inc., the previous administration did, Mr. Barrett should well remember since he was tribal administrator while I was chairman.

The initial agreement was in two parts, the first part dealt with the construction of the Bingo building financed entirely by EMCI, the second part was the management agreement. The only part I ever dealt with was the management agreement. The initial management agreement called for the Tribe to receive 35% of the profits with a \$10,000 per month guarantee. My administration was distrustful of EMCI's accounting system and feared the Tribe was not being justly compensated so we designed our own accounting system to better account for the daily bingo receipts. EMCI refused to implement the accounting system which resulted in the entire matter being taken to court. In order to settle out court

and end mounting legal costs my administration, with advice from then tribal attorney Steven Parker, suggested the implementation of a head tax. EMCI would pay \$3.00 for each person playing Bingo. The result was an immediate increase in income for the tribe from \$10,000 per month under the old management agreement to between \$40,000 and \$50,000 per month.

This outlines my involvement in the Bingo situation. I did not sign the initial agreement with EMCI, Inc. this was done by a previous administration. I did sign a renewed management contract with EMCI, Inc. and because of my efforts the tribe's income was dramatically increased.

If any members have further questions about the Bingo situation or any other Tribal matters they can address those questions to me at: Leon Bruno, P.O. Box 142, Tecumseh, OK 74873.

Sincerely,
Leon Bruno

Editor's Note: According to tribal accounting records the tribe received \$17,965.74 in bingo revenue in May, 1985 - the first month after Bruno signed the agreement with EMCI - and \$22,430.41 in June. In July, after Bruno's election defeat, the tribe received \$28,965.35. Average monthly bingo "head tax" income to the tribe in 1985 after the '85 agreement was \$31,771.10. In 1986 the monthly average was \$45,691.48; in 1987 it was \$37,942.38 and in the nine months of 1988 preceding the current administration's shut out of EMCI the monthly average was \$30,599.

Since the tribe assumed control of the game the gross income after prize pay-out has been \$62,263.33 (September); \$94,900.45 (October) and \$117,451.28 (November). The 1985 "contract" is printed elsewhere in this issue.

Congressional letter attacks Indian treaties

Editor's Note: The following letter, entitled "Indian Treaty Rights: Are We Making Sense?" has been widely circulated in Congress by Michigan Representative Robert Davis. Tribal members opposing the Davis stance may want to write him and/or their own congressional representatives concerning preservation of the legal rights of Indians and other minorities in this country. Dear Colleague,

Native American hunting and fishing rights have caused confusion and controversy almost everywhere they are asserted. In my state of Michigan unlimited fishing rights have been upheld by federal courts without exception. Many of my

constituents ask me why treaties over one hundred years old can be interpreted to mean unlimited fishing rights in a modern world where resource depletion is a real problem. My constituents also ask me why Indians seem to have it both ways: they are citizens of the U.S. but have special tax status, special exemptions from laws the rest of us have to obey, and special programs paid for by general tax dollars.

These questions do not have easy answers. One of the answers that state authorities and the courts do offer is that only Congress can change this situation. But can we? We know that abrogating Indian treaties by an Act of Congress is an unrealistic answer. I have tried it. I have also introduced legislation that would allow the State of Michigan to regulate all fishing in Michigan waters both Indian and non-Indian. Again, no success. There is a good deal of sentiment in favor of providing more, not less to Native Americans - that they should have a special status and always will. But I suspect that there are some of my colleagues who feel that there has got to be a way to make some sense out of the patchwork of attitudes the Congress has affected toward our Native Americans over the last century, especially when it comes to asserting treaty rights. The federal courts clearly intend to continue granting these rights feeling no apparent need to also provide realistic solutions to the problems they cause.

I don't have all the answers. However, if what I have said here strikes you as a familiar problem, then maybe together we can come up with some solutions. I know that one of the things we hear all the time is that there simply isn't enough support in Congress to change the status quo. Well, this is my attempt to find out just how much support there is in Congress for working on these issues. What I would like to do is set up a Congressional Network among those of us who have treaty rights problems and get to work in anticipation of the 101st Congress. If you would like to join me, please call my staff member K.C. Bell at 225-2650.

Sincerely,
Rep. Robert W. Davis
Member of Congress

Tribe thanked for new glasses

Citizen Band Potawatomi,

Just a note to thank you for paying for my glasses. I sure appreciate it. I know there is a lot of work involved in all the paper work. You people are a real blessing. This is the first time I have used

your reimbursement prosthetic program.

Sincerely,
Marie Dixon

Tribe was helped at reporting school

Dear Editor,

Enclosed is a newspaper donation.

Due to your scholastic financial assistance, Cindy graduated from the Denver Academy for Court Reporting last month.

Thank you very much!

Sincerely,
Dane Wano

Check helps buy dental device

To the Prosthetics Committee:

I received the \$60 check to help cover the cost of my dental device which will hopefully prevent surgery on my jaw.

My husband and I both have had large medical bills and this \$60 really is appreciated as we live on a fixed income as most old people are doing.

Again, thank you and God bless our tribe and all you nice people.

Have a joyful holiday season.

W. Nadine Rhodd Smith

A few corrections on roll of 1887

Dear Ava DeLeon,
Tribal Rolls Secretary,

I have a few corrections to make on the roll of 1887 that you have been publishing. I am glad you went to the trouble you did in preparing and publishing the material.

First (general information) - "nee" means "born" - not just formerly named so someone can not be A nee B nee C etc. The use of nee is so that if someone has several names you can know which was the maiden name.

Now specific information:

862-25 Olive Sheppard, nee Collins, nee Hutton. There may be someone else that is this person, but I believe this one is Olive Elizabeth Weldfelt, daughter of Francis "Fannie" Weld, Weldfelt and that she married a man named Hutton (and had a son named Ed Hutton).

83-40 Margaret Bedell - formerly Weld, died July 14, 1897. This one was "nec" Weld and she is the daughter of William H. Weld Sr. (sister of 214-31, William H. Weld Jr.)

851-35 Hiram Weld, 852-2 Oliver K. Weld, son of 851, 853-15 Hiram Weld, "Brother & ward of 851." 1315-18 Joseph Weld. This is partly correct. 8511, Hiram Weld is the

Continued, page 16

Text of the management agreement with EMCI

Over the past several years the *HowNikan* has run numerous articles on the dispute between the Potawatomi Tribe and Enterprise Management Consultants, Inc. (EMCI) over operation of the tribe's bingo hall. Many tribal members have requested details on the unapproved 1985 "contract" between the previous administration and EMCI due to that document being the basis of lengthy litigation between the current administration and EMCI. The 1985 "management agreement" rejected by the current administration, the BIA, Department of Interior and federal courts is printed here for clarification. Ross Swimmer's denial of EMCI's appeal for approval is also reprinted.

MANAGEMENT AGREEMENT

THIS AGREEMENT, made this 8th day of April, 1985, by and between the Citizen Band Potawatomi Tribe of Oklahoma, an organized tribe as defined in Section 16 of the act of June 18, 1934, as amended, (hereinafter referred to as PRINCIPAL) whose notice address is Rt. 5, Box 151, Shawnee, OK 74801, and Enterprise Management Consultants, Inc., an Oklahoma corporation (hereinafter referred to as AGENT), whose notice address is 441 W. Gray, Norman, OK 73069.

1. DEFINITIONS:

A. "BINGO OPERATION", as used herein, means a series of games in which participants purchase one or more cards or tickets which are marked off overtly or covertly into squares or other geometric patterns or letters or symbols with each space or pattern being designated by number, letter, symbol or internal variants of numbers, letters or symbols or any combination thereof, or games played upon a patterned table containing geometric patterns or numbers or letters or symbols or any combination thereof, so that before, as, or after the operator of such game announces numbers, letters or symbols or combinations thereof that are winners the players may cover or uncover or discover winning patterns or numbers or letters or symbols on their cards or tickets or upon the gaming table and be paid their winnings, or any game of chance which is not in violation of the Federal laws of the United States or the Citizen Band Potawatomi Tribe of Oklahoma. It is agreed between the parties that the games known as "Instant Bingo" and "Gaming Table Bingo" are covered by this definition.

B. "GROSS PROFIT FROM CONCESSION SALES", as used herein, means all revenue derived from the sale of food items, beverages, souvenirs or of any other merchandise.

C. "TAXES", as used herein, means any tax imposed on game or food concession sales or both, including without limitation license fees, permit fees, sales tax, excise tax or any other tax imposed on said operation or the realty by the government of the United States of America, the State of Oklahoma, the City of Shawnee or Pottawatomie County; but, specifically excluding income taxes.

D. "COMMENCEMENT DATE", as used herein, means the date upon which AGENT commences operations pursuant to this Agreement, which shall be after execution of this Agreement.

Both parties agree to diligently seek approval of this Management Agreement by the Secretary of the Department of the Interior of the United States Government, or his authorized representatives. Both parties agree to dismiss the lawsuit pending in the United States District Court for the Western District of Oklahoma, said case being styled *Enterprise Management Consultants, Inc., Plaintiff vs. Citizen Band Potawatomi Tribe of Oklahoma; William P. Clark, Secretary of the United States Department of Interior; United States Department of Interior; John Barrett; Robert Leon Bruno; Thelma Wano Bateman; Doyle Owens; C.B. Hitt; and Max Wano*, Defendants, case number CIV-84-900-B.

E. "LIBERTY PRIME RATE", as used herein means that annual rate of interest charged to its most credit worthy customers by Liberty National Bank and Trust Company of Oklahoma City, Oklahoma.

F. "TRIBAL LANDS", as used herein, means tribal lands as defined in Section 131.1 of the Code of Federal Regulations, Title 25-Indians, and any amendments thereto relative to Business Leases and Permits on restricted Indian lands which by reference are made a part thereof.

G. "SECRETARY", as used herein, means the Secretary of the Department of the Interior of the United States Government or his authorized representative.

2. APPOINTMENT:

PRINCIPAL hereby appoints AGENT as PRINCIPAL'S sole and exclusive AGENT, to manage, as a business enterprise, for and on behalf of PRINCIPAL, a Bingo Game and Concession Operation on the hereinafter described Tribal Lands as set forth in article 5 of this Management Agreement.

3. ACCEPTANCE:

AGENT hereby accepts such appointment and agrees to use its best efforts in the performance of same.

4. OPERATING EXPENSES:

AGENT shall be responsible for the payment of all operating expenses incurred with the construction and management of said Bingo and Concession Operation, as well as the cost to maintain said building improvements and the contents therein contained, except as to the payment of taxes as hereinabove defined.

5. LAND DESCRIPTION:

The Tribal Land upon which said building improvements are to be constructed and upon which said Bingo and Food concession Operation is to be conducted, herein referred to as "Prem-

ises", is described as follows:

A tract of land in Section 31, Township 10N, Range 4 E, more particularly described as beginning at the NW Corner of Lot 1, NW 1/4 of NW 1/4 thence East for 660 feet, thence South for 660 feet, thence West 660 feet, thence North 660 feet to the point of beginning.

6. COMPENSATION TO TRIBE:

AGENT hereby agrees to pay to PRINCIPAL a Three Dollar (\$3.00) head tax per bingo player. Bingo player is defined as a person who meets the minimum buy-in requirement of six (6) bingo cards set by AGENT. AGENT agrees that it will have a minimum of five (5) sessions per week. Payment to PRINCIPAL per month is guaranteed in the minimum amount of Ten Thousand Dollars (\$10,000.00) per month. PRINCIPAL shall pay the greater of the sum computed by calculating Three Dollars (\$3.00) per person or the guarantee of Ten Thousand Dollars (\$10,000.00) on or before the 10th day of each month, commencing April 10, 1985. The PRINCIPAL agrees that no other tax shall be imposed on or exacted from AGENT other than as provided herein in Articles 6, 7, and 13 of this Agreement.

7. MODIFICATION OF HEAD TAX:

PRINCIPAL agrees that if Instant Bingo or Gaming Table Bingo is determined to be illegal and forbidden by the United States Government or any other governmental body, and it becomes impossible and/or illegal to operate said Instant Bingo and Gaming Table games, then the who meets the minimum buy-in requirement.

8. GUARANTEE TO AGENT:

PRINCIPAL and AGENT herein agree that at the end of this appointment that the hereinabove proposed building improvements, as well as all equipment, fixtures and furnishings used in connection therewith shall become the sole property of PRINCIPAL. PRINCIPAL and AGENT further agree that, in the event that the proposed Bingo Operation and Concession Operation becomes unlawful due to acts or statutes of the Congress of the United States or any other governmental body which now has or subsequently establishes jurisdiction over the above described Premises upon which said Operation is to be conducted, then, AGENT shall sell to PRINCIPAL and PRINCIPAL may purchase from AGENT said building and its contents for the sum of:

A. One Hundred Percent (100%) of appraised value during the first year of operation,

B. Seventy-Five Percent (75%) of appraised value during the second year of operation,

C. Fifty Percent (50%) of appraised value during the third year of operation, and

D. Twenty-Five Percent (25%) of appraised value during the fourth year of operation.

It is understood by the parties that, insofar as this Article is concerned, operations began in November, 1983.

In the event of Federal intervention which may make the playing of bingo totally or partially uneconomic, the option to remain in the building and pay the Ten Thousand Dollars (\$10,000.00) monthly guarantee to PRINCIPAL shall be that of the AGENT.

Further, said appraised value shall be determined by the appointment of an appraiser by PRINCIPAL, an appointment of an appraiser by AGENT, and the appointment of a third appraiser by both PRINCIPAL and AGENT'S appointed appraisers. In addition, AGENT agrees to finance the total purchase price of said building and its contents for a term of two (2) years, payable in equal monthly installments, with interest thereon at Liberty's Prime Rate at the time said purchase and sale occurs.

9. LEGAL FEES:

AGENT agrees to pay any and all legal fees which may be incurred as the result of any attempt by any governmental agent to halt, impede, arrest or otherwise constitute a threat to the continuation of said Bingo and Concession Operation proposed herein; provided however, that AGENT shall not be required to pay more than Ten Thousand Dollars (\$10,000.00) in legal fees per incident. Further, PRINCIPAL warrants and represents that it will not pass any ordinance or regulation which prohibits or will act to impede said Bingo and Concession Operation.

10. EXCLUSIVE AREA OF OPERATION:

PRINCIPAL covenants that it will not enter into any agreement with, nor license any other entity, whether it be a person, corporation, partnership, trust or other, for a Bingo and Concession Operation, nor any other similar operation. AGENT covenants that it will not engage in any Bingo and Concession Operation, nor any other similar operation within a forty (40) mile radius of the above described Premises.

11. TERM OF AGREEMENT:

The term of this Agreement shall be for a period of twenty (20) years, unless the parties hereto agree to extend same in writing. Further, and at the end of said 20 year term, should PRINCIPAL desire to continue said Bingo and Concession Operation, AGENT shall have the first right of refusal to match or equal the best offer, if any, made to PRINCIPAL by any other party or parties. In this regard, PRINCIPAL shall give AGENT written notice of any such offer or offers and shall provide AGENT with a photocopy of same. AGENT shall then have Thirty (30) days to either match or reject such offer.

12. COMPENSATION OF AGENT:

The AGENT'S compensation hereunder shall be all amounts earned in Bingo and concession Operations less all amounts which are to be paid by AGENT to PRINCIPAL hereunder. It is further understood that all expenses in the operation of the Bingo and concession Operations are to be borne by the AGENT, except as to the payment of taxes as hereinabove defined.

To determine the head tax under Article 6 and/or Article 7 herein, the PRINCIPAL shall appoint one person whose duties include a count of each bingo player (as defined in Article 6). The AGENT will appoint a person whose duties include counting bingo players. The PRINCIPAL'S and AGENT'S representatives will attempt to reach a consensus as to the number of bingo players during each session.

The accounting for purposes of concessions (Articles 13 and 14 herein) shall be based upon cash register tapes from the Concession Operations.

The AGENT agrees to furnish PRINCIPAL on a monthly basis a statement showing revenues due PRINCIPAL.

PRINCIPAL shall receive its compensation under Articles 6 and/or 7, and under Articles 13 and 14 herein on a monthly basis. AGENT shall make such payments by check drawn on AGENT'S business account with the payee being Citizen Band Potawatomi Tribe of Oklahoma.

The PRINCIPAL has the right to inspect the AGENT'S books relating to the Bingo and Concession Operations at reasonable times and during normal business hours and the PRINCIPAL has the right at any time to secure an independent audit of the AGENT'S accounts relating to the Bingo and Concession Operations.

13. CONCESSIONS:

AGENT shall pay to PRINCIPAL twelve percent (12%) of gross profits from concession sales, and, in addition thereto, shall pay a three percent (3%) sales tax of said gross profits from concession sales.

14. MONTHLY GROSS CONCESSION SALES

AGENT shall furnish to PRINCIPAL on or before the 15th day of each month for the previous month's operation a statement which shows thereon the manner in which AGENT'S participation in Gross Profits from Concession Sales was calculated.

15. COPIES OF AGREEMENT:

This Agreement is executed in six (6) counterparts, each of which is deemed an original for all purposes.

16. ASSIGNMENT AND SUBCONTRACT:

This Agreement may not be assigned by either party hereto without the consent of the other, but in the event of such consent and such assignment, the assigning party shall not be relieved from the obligation, liability and responsibility of performance hereunder. Further, the AGENT shall not enter into any subcontract to perform any of its duties under this contract without the consent of the PRINCIPAL, but in the event of such consent, the AGENT shall not be relieved from the obligation, liability and responsibility of performance hereunder.

A profit-sharing arrangement between AGENT and any of its employees shall not be construed to be an assignment or subcontract.

No assignment or subcontract is valid unless approved by the Secretary.

17. CHANGES OR MODIFICATIONS:

This Agreement may not be changed or modified, either in whole or in part, except by initialing and dating a change or changes hereon, or by an amendment in writing to be attached hereto, dated and signed by the parties hereto.

18. VERBAL REPRESENTATIONS:

This is the entire Agreement between the parties hereto and neither party shall rely or be bound by any verbal representations altering the terms and conditions contained herein.

19. INVALID OR UNENFORCEABLE PROVISION:

If any part or parts of this Agreement shall be determined to be invalid or unenforceable for any reason by final judgment of a Court of competent jurisdiction, this Agreement shall not fail in its entirety but shall be deemed amended, altered and modified to the extent necessary to accommodate said final judgment.

20. BINDING EFFECT:

This Agreement shall extend to, and be binding upon, the parties hereto and their respective heirs, executors, assigns, successors and administrators.

21. NOTICE:

Notice, as required herein, shall be given by depositing same in the United States Post Office, via certified mail, in an envelope addressed to the party hereto recipient to whom notice is given. Any such notice so given and mailed shall for all purposes be conclusively deemed to have been given to and received on the date the same was postmarked. For purposes of notice, the address of each of the parties hereto is as hereinabove set forth.

22. ENTIRE AGREEMENT:

This Agreement represents the entire Agreement of the parties.

23. DISPUTE RESOLUTION:

It is the intent of this provision of this Agreement to provide an orderly and inexpensive means of resolving any dispute.

A. The parties agree that the first forum shall be a meeting which may be called by either party with one week's notice where one or more representatives of the AGENT and PRINCIPAL are entitled to be present and discuss all relevant facts regarding any disputes between the parties in an attempt to first bring the facts of the dispute to the attention of the parties and secondly to resolve the dispute as expeditiously as possible.

B. The parties agree that if they are unable to resolve a dispute through the procedures outlined in "A" above, then either party may seek arbitration through the American Arbitration Association and pursuant to its Rules. The parties agree that they will abide by the Rules of the American Arbitration Association and will appear and present their respective positions pursuant to

Continued, next page

Text of management agreement - from previous page

the Rules of the American Arbitration Association. It is further agreed that the cost of the arbitration (those costs assessed by the American Arbitration Association or the arbitrator for the services and expenses of the arbitrator) shall be borne equally by the parties. It is further agreed that the aggrieved party in any such arbitration shall have the right to seek relief in a court of competent jurisdiction but only after the provisions of "A" and "B" have been pursued.

24. BINGO OPERATIONS:

Bingo Operations shall be conducted in accordance with the Tribal Ordinance relating to same but all management decisions shall be made by AGENT and PRINCIPAL shall not interfere in AGENT'S management of operations.

25 AGENT'S EMPLOYEES:

The persons representing AGENT who are responsible for employment and personnel matters shall be:

- A. Leroy Wheeler
- B. John Caldwell
- C. Greg Wheeler
- D. Jim Ford

E. Any other person designated by AGENT who is approvable by B.I.A. standards.

The parties agree that where, in the judgment of the AGENT, it is appropriate and practical to recognize an Indian preference in the employment of personnel in the Bingo Operation, such preference will be pursued.

26. RELATION TO BUSINESS LEASE:

It is the intention of the parties that this Agreement shall be consistent with the Business Lease and Sublease existing between the parties.

27. INTERNAL AFFAIRS OF TRIBE:

The AGENT shall not interfere with or attempt to influence internal affairs or governmental decisions of the PRINCIPAL.

28. PLACE OF AGREEMENT:

This Agreement made herein has been made and executed in Tecumseh, Oklahoma.

29. NULLITY:

This Management Agreement shall be considered null and void by both parties if dismissal of the aforesaid lawsuit is not commenced immediately upon execution of the Management Agreement.

30. GROUNDS AND PROCEDURES FOR TERMINATION OF AGREEMENT:

Breach of Contract shall be a ground for termination, but it is the intent of both parties that alleged breaches of contract that are isolated, random, or inadvertent, or that result in no serious injury to either party, are not grounds for termination of this contract. Only breaches of contract that fall into a deliberate and consistent pattern and that result in serious economic injury shall be grounds for termination, and then only after litigation preceded by arbitration. The overriding intent of this contract is that neither party shall take precipitous action to disturb the other's rights.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first above written.

BY: 
ROBERT LEON BRUNO
Tribal Chairman

MAX WANG
Tribal Board Member


RICHARD WHITECOTTON
Tribal Board Member


KENNETH PELTIER
Tribal Secretary


DOYLE OWENS
Tribal Vice Chairman

Text of Secretary Swimmer's bingo decision

Editor's Note: The following ruling was issued by Interior Assistant Secretary Ross Swimmer after EMCI submitted the 1985 "management agreement" to him for approval. EMCI submitted the document, signed by the Bruno administration, after it was rejected by the Barrett administration and the area office of the Bureau of Indian Affairs. Because it was never approved by Interior, it was never a valid contract under federal regulations governing outside bingo management groups.

Gentlemen:

This appeal arises out of the February 11, 1987, disapproval by the Anadarko Area Director of an April 8, 1985, bingo management agreement between the Citizen Band Potawatomi Indian Tribe of Oklahoma (hereinafter referred to as the "Tribe") and Enterprise Management Consultants, Inc. (hereinafter referred to as "EMCI"). EMCI has appealed the decision of the Area Director to this office. For the following reasons, the Area Director's decision is affirmed.

The 1985 bingo management agreement was submitted to the Anadarko Area Director on December 11, 1986, by EMCI after Judge Luther Bohanon ordered the Tribe and EMCI to submit the agreement to the appropriate officials of the Department of the Interior. Judge Bohanon further ordered the Department to approve or disapprove the agreement. The Tribe did not submit the contract for approval, and through briefs filed with both the federal district court and the Department, has made it clear that, for a variety of reasons, it can no longer do business with EMCI and does not want the 1985 management agreement approved.

The Anadarko Area Director disapproved the management agreement because it did not comply with certain guidelines established for review of bingo management agreements and because approval of the agreement did not appear to be in the best interests of the Tribe in light of the long-standing disputes between the Tribe and EMCI.

On appeal, EMCI argues that the Area Director's decision to disapprove the management agreement is erroneous for the following reasons: (1) 25 U.S.C. #81 does not apply to management agreements in general; (2) 25 U.S.C. #81 does not apply to the 1985 agreement because of the existence of a BIA approved business lease which authorizes EMCI to construct a bingo facility and operate a bingo enterprise on tribal land; (3) the Tribe should be estopped from receiving the protections of section 81; (4) the BIA should be estopped from disapproving the contract; (5) the bingo management guidelines are an unconstitutional attempt to enlarge the scope of 25 U.S.C. #81; (6) the April 7, 1986, guidelines cannot be applied retroactively to the 1985 management agreement; and (7) the agreement should have been approved notwithstanding the guidelines. Each of EMCI's arguments will be addressed in turn.

EMCI's first argument, that 25 U.S.C. #81 does not apply to bingo management agreements, is wholly at odds with every court which has addressed the issue. See *Wisconsin Winnebago Business Committee v. Koberstein*, 762 F.2d 613 (7th Cir. 1985); *A.K. Management Co. v. San Manuel Band of Mission Indians*, 789 F.2d 785 (91st Cir. 1986); *Barona Group of the Capitan Grande Band of Mission Indians v. American Management & Amusement, Inc.*, - F.2d -, *Shakopee Mdewakanton Sioux Community v. Pan American Management Company*, 616 R. Supp. 1200 (D. Minn. 1985). EMCI has offered no explanation for why it believes these court decisions to be erroneous, and I therefore reject this argument.

EMCI next argues that Section 81 does not apply to the 1985 management agreement because the BIA had approved a lease which authorizes EMCI to construct a

bingo facility and to operate a bingo enterprise on tribal land. EMCI argues that because of its lease with the Tribe, the related management agreement is not relative to Indian lands, and therefore falls outside the scope of Section 81. I disagree. The fact that EMCI has an approved lease does not necessarily mean that its bingo management contract is not subject to section 81 review, especially when the management agreement was submitted to the BIA for review over four years after the approval of the business lease and contains provisions which are significantly different than those found in the 1982 lease. For example, under the management agreement, EMCI is to pay the Tribe a \$3.00 head tax per bingo player at a guaranteed minimum of \$10,000 per month, 12% of gross profits from concession sales, and a 3% sales tax of the gross profits from the concession sales. In contrast, the business lease requires EMCI to pay rent in the amount of \$12,000 per annum for the first six years, \$18,000 per annum for years six through ten, \$24,000 per annum for years 11 through 15, and \$36,000 per annum for years 16 through 20. Moreover, under the management agreement, EMCI is to operate a food, beverage, and souvenir concession. The lease only authorizes EMCI to operate a bingo operation.

Whether the 1985 management agreement is relative to Indian lands within the meaning of section 81 (and thus requires the approval of the Secretary) depends on the provisions contained within the four corners of the agreement. The 1985 management agreement gives EMCI the exclusive right to manage the bingo facility and operation on tribal land and limits the Tribe's ability to conduct other bingo games on its lands. See Articles 2 and 10. The Ninth Circuit recently reviewed two similar provisions contained in a bingo management agreement and concluded that the agreement was relative to Indian lands under the broad language of section 81. See *Barona Group of the Capitan Grande Band of Mission Indians v. American Management & Amusement, Inc.*, Slip Opinion 8-10. I find that the 1985 management agreement between EMCI and the Tribe is relative to Indian lands notwithstanding the existence of the lease, and is therefore subject to the Department's guidelines.

Furthermore, EMCI's sublet to the Tribe the lands covered by the business lease (except a five-foot strip) and authorized the Tribe to operate a bingo enterprise on the subleased premises. Any further assignment of the Tribe's rights in the property and the bingo operation would have to be approved under 25 U.S. #415 or 25 U.S.C. #81.

EMCI next argues that the Tribe should be estopped from receiving the "protection" of section 81, and the BIA should be estopped from disapproving the contract. Section 81 was enacted solely for the protection and benefit of Indians in their dealings with non-Indians. We therefore have no authority to apply equitable estoppel against an Indian tribe. Moreover, estoppel does not run against the government when it acts as trustee for an Indian tribe. Even if this doctrine were applicable, EMCI has failed to establish the elements of estoppel. For these reasons, EMCI's estopped arguments must fail.

EMCI asserts that the bingo management guidelines are an unconstitutional attempt to enlarge the scope of section 81. This argument ignores the congressional purpose behind the enactment of section 81 and the broad language of the statute itself. This provision vests the Secretary with the duty to protect Indians in their contractual dealings with non-Indians by determining if those contracts are in the best interests of the Indians. The Secretary's role is not merely to approve contracts as to form. The guidelines are entirely consistent with the broad purpose of section 81 and merely interpret the

government's statutory duty.

EMCI argues that the application of the 1986 guidelines to the 1985 agreement is retroactive and thus unconstitutional. I do not agree that the 1986 guidelines were applied retroactively. The agreement was submitted to the BIA for review in December of 1986, and the guidelines were issued on April 7, 1986. Because unapproved contracts which fall within the scope of section 81 are null and void, the date the agreement was executed between the Tribe and EMCI is not controlling. Moreover, similar guidelines for reviewing bingo management agreements were issued on July 20, 1984, over eight months prior to the execution of the 1985 agreement. It is clear that the 1985 agreement does not comply with a number of the 1984 guidelines.

With respect to the 1986 guidelines, I find that the 1985 agreement does not comply with guidelines 4, 7, 8, 9, 10, 13, 14, 15 and 18.

The agreement, which has a term of 20 years, has no provision for renegotiation of the management fee at five-year intervals as specified in guideline 4.

The agreement does not specifically state that no payments have or will be made to tribal officials nor their relatives for the purpose of obtaining or influencing the contract as required by guideline 7.

The agreement does not contain the residences, business addresses, occupations, dates of birth, and social security numbers of all persons who have an interest in the agreement as required by guideline 8.

The agreement does not state that no party in interest is an elected member of the tribal government or a relative of an elected member of the tribal government as required by guideline 9.

The agreement does not state that no elected member of the tribal government or relative in the immediate household of an elected member of the tribal government may be an employee of the contractor or of the bingo enterprise as required by guideline 10.

The agreement does not provide that an independent audit by a certified public accountant acceptable to the Tribe will be performed at least annually as required by guideline 13.

The agreement does not specify the tribal official or bank account to whom the Tribe's portion of the proceeds should be paid as required by guideline 14.

The agreement fails to provide that the contractor's books of account will be maintained, and its financial statements prepared, in accordance with generally accepted accounting principles as required by guideline 15.

The agreement does not require the establishment of a cash management system adequate to safeguard the funds of the operation nor does it provide that the Tribe will have the right to oversee the system as required by guideline 18.

Finally, like the Anadarko Area Director, I do not believe that the parties can achieve the kind of working relationship that is essential for a commercial endeavor of this nature. The parties have been in court twice now because of their disputes over the bingo operation and it is obvious that the Tribe does not want the agreement approved. I must conclude that to approve this agreement would not be in the best interests of the Tribe.

For all the foregoing reasons, the Area Director's decision disapproving the 1985 business management agreement is affirmed. This decision is final for the Department.

Sincerely,
Ross O. Swimmer

NATIONAL NEWS

Tribes win right to tax railroad

Billings, MT. . . U.S. District Court Judge Paul Hatfield has ruled that the Blackfeet and the Assiniboine and Sioux tribes of Montana have won the right to tax Burlington Northern Railroad property within the exterior boundaries of their reservations. Hatfield said that both the tribes have the right to tax business entities that own property within their reservation boundaries.

The Blackfeet tribe has a four percent "possessory use" tax, imposed in 1987, that focuses on rail lines, electrical and telephone utilities, and oil and gas companies. The Fort Peck tribe has a three percent utility tax initiated the same year, but theirs is imposed on all utilities except rural electric and telephone cooperatives which have a one percent tax. Burlington Northern argued that the tax was unconstitutional in that it violated the Interstate Commerce Act by applying an undue burden on interstate transportation. The court ruled that the intent of the law was not to restrict the beneficial title to the land held by the Indians.

Gaming Bill faces fight in courts

By Sherrole Benton and Indian Country Communications Great Lakes Territory - The recently-passed Indian gaming Regulatory Act of 1988 is coming under increased fire as Indian nations and their tribal governments have a chance to review the lengthy act passed under the guise of preventing organized crime infiltration into Indian gaming activities. At least part of the problem has been identified as the end product with legislative activities at a whirlwind pace in congress amendments adding and removing provisions from the Bill occurring so fast that even the original sponsors couldn't tell the tribes what the end product was.

In another flurry of meetings across the country, following the signing of the bill by Reagan on October 17th, Indian Tribes are learning more about the bill, mostly with a great deal of anger.

In a conference sponsored by the Omaha Tribe of Nebraska held November 11th in Bloomington, Minnesota, a national Indian political action coalition (PAC) was formed to challenge the constitutionality of the Act, legally referred to as Public Law 100-497.

Twenty-five tribes were represented at the initial conference held at the Marriot Hotel where tribal attorneys dissected the Act and

pointed out its flaws.

"This puts a chink in the armor of sovereignty that will continue until we stop it. It's wrong and will lead to the demise of Indian tribes," said Attorney David Domina representing the Omaha Tribe of Nebraska.

A flaw pointed out at the meeting was that the Indian Gaming act is that it partially reverses a Supreme Court decision in the California v. Cabazon Band of Mission Indians case which used a balancing test between federal, state and tribal interests. The Cabazon decision states, "In States that otherwise allow gaming, (tribes) have a right to conduct gaming activities on Indian lands unhindered by State regulation," (Senate Report 100-466, August 3, 1988.)

Omaha Tribal attorneys said if charitable bingo, or state lotteries or horse & dog racing are permitted in a state, than Indian gaming falls under the Cabazon decision.

Other flaws include definitions of Class II and Class III, definition of games, definition of net and gross profits among other theory and practical problems.

"It's a monster," according to Menominee tribal chair Apesanahkwat. "Not only do tribes want to know the impact of the bill, but Congressional sponsors of the bill are still looking at the bill because of late amendments.

"The bill itself goes totally against what the government's Federal Indian policy is," said Apesanahkwat. "And there are blatant constitutional problems relating to violation of the 5th amendment and 'a taking without just compensation' and violation of the Indian Non-Intercourse Act."

"The bill violates the Non-Intercourse Act without investing any of the states with the authority to regulate Indian commerce," according to Apesanahkwat.

"Right now we are in a situation where the Indian Tribes have to research the bill with a microscope, the Department of the Interior has to have a chance to look at it, and with the new elections, Ross Swimmer is a lame duck, so don't expect any direction from him."

In a statement prepared by Oneida Tribal Attorney Jerry L. Hill outlining the history of the bill, Hill writes, "Like any other Federal legislation, inadequate Indian consultation has been a problem...attempts at such consultation are rarely thorough and this legislation was no exception. The circumstances that have generated this Act have been compounded by politics, economic self-interest and blind opposition to Indian rights."

Tribes are required to follow the rules of the Act until it is found unconstitutional in court.

The Tribes were required to send

a letter of intent to negotiate a tribal/state compact with their state Attorney General within thirty days after the signing into law for those operating Class III gaming. Class III gaming is basically such activities as banking cards, all slot machines, casinos, horse and dog racing, jai-alai, etc.

If a letter of intent was not filed within thirty days of passage the Tribes must cease Class III until a compact has been negotiated and approved by the Secretary of State. And according to some interpretations, the Tribes are also required to operate Class II gaming (bingo, pull tabs etc) according to some state regulations for hours and pot limits unless a compact determines other arrangements.

The national Indian PAC formed five committees to monitor the impact of the Act and will followup with another meeting in Phoenix AZ, Dec. 2-3.

Representative of the PAC also stated they will not allow the National Indian Gaming Association (NIGA) any credibility in the recommendation of appointees to the National Indian Gaming Commission because NIGA lobbied for passage of the Act and did not consider the interests of all Tribes in their efforts.

Indian burials noted in D.C. cemetery

Deputy Assistant Secretary William P. Ragsdale presented opening remarks in ceremonies October 29 honoring the Indians buried in the District of Columbia's Congressional Cemetery. The annual fall festival by the Congressional Cemetery Association focused on Indians buried there. Tribal representatives and descendants were invited to attend the ceremonies, and many did so. The event lasted from 12 noon to 4 p.m. and included speeches, Indian music, and other events including participation by the Vietnam Era Veterans Inter-Tribal Association color guard accompanied by drums and singers.

Located at 1801 E Street, SE, in Washington, D.C., the cemetery was established in 1807 as the Washington Parish Burial Ground, and was later selected by the Congress as a final resting place for many of the nation's honored statesmen and citizens. The original name of the site gradually gave way to "Congressional Cemetery" as it is known today. During the 1800's Indian delegates, often accompanied by their families, visited Washington on tribal government business. Their deaths, which occurred from time to time, resulted in dignified, often impressive, funerals at the

cemetery. There are some 27 American Indians known interred there. The largest number are from the Cherokee tribe and others are from the Apache, Chippewa, Choctaw, Creek, Kiowa, Nez Perce, Pawnee, Sac & Fox, Sioux, and Winnebago tribes. The Indian burials covered a span of years from 1824 to 1896 with Taza, son of Cochise, being the last buried there.

Delaware Tribe means business

The Delaware Tribe of Oklahoma means business about its sound economic development plan for the future according to Tribal President Edgar French. The tribe is in the third year of its planning and development stage and has announced plans for two new business ventures. The tribe met last month with representatives of the Wichita, Caddo and Delaware tribes to discuss the lease purchase of a building for a fiberglass manufacturing company. In addition, the tribe has plans to rent a vacant building in a shopping center to house an electronics assembly plant serving sub-contracts from Delaware-Stratavac, a tribal joint-venture enterprise. Plans are to produce a technologically advanced container for shipping perishable goods on an international scale. In the first two years of delivery, Stratavac predicts about \$30 million in sales to customers in the U.S. and 15 foreign countries.

KCA planning entertainment park

The Kiowa-Comanche-Apache (KCA) Intertribal Land Use Committee recently announced approval of a \$207,525 grant from the Administration for Native Americans for development of plans for a water park and entertainment complex in Lawton, Okla., on the site previously occupied by the Ft. Sill Indian school. The water park concept was originally raised in 1983-84, but never developed beyond the discussion state. The KCA committee also announced a joint venture with Gemso Inc., of Milford, Connecticut for development and operation of a Lawton factory to manufacture embroidered patches and emblems.

President vetoes 'Indian Bank' bill

President Reagan has vetoed legislation that would have created the Indian Development Finance Corporation designed to provide development capital to Indian

Continued, next page

NATIONAL NEWS

From previous page

businesses that meet certain criteria. His veto message of November 2, said in part that "the bill would have created an expensive and unnecessary new bureaucracy and duplicated currently existing programs. It would not have addressed the underlying problems of economic development in Indian Country. Finally, the legislation places the Government at risk of substantial financial loss and does not provide sufficient authority for governmental oversight of the financial activities that could result in such loss." President Reagan said that instead of creating a new institution to deliver additional capital, "I believe that we need to better utilize existing sources of capital, including such Federal programs as the Indian Financing Act."

The President recently signed P.L. 100-422, which increased the ceiling on guaranteed loans for Indian businesses under the Indian Financing Act from \$200 million to \$500 million, raised the limitation on loan guarantees to individual Indian and Indian economic enterprises from \$350,000 to \$500,000, and provided other means for reservation economic development. "Sufficient authority, therefore, exists to carry out the activities envisioned in the bank bill," he said. He continued, "I would also emphasize that (the bill), with its further proliferation of Federal credit programs is contrary to this Administration's long-standing and ongoing efforts to manage more effectively Federal credit programs."

Gaming bill signed; "Not perfect"

"It's not a perfect bill, but it puts to rest the question of whether Indian tribes can engage in gaming without being regulated," Interior's Assistant Secretary for Indian Affairs Ross Swimmer said when the President signed into law, S. 555, the Indian Gaming Regulatory Act, P.L. 100-497.

"While we did not support the legislation in its present form, I told the U.S. Senate last year that 'it is essential that the Congress enact legislation which provides adequate authorities for the regulation of gaming . . . in order to protect the tribes and the gaming customers.' The Departments of Interior and Justice asked the Committee to amend its bill, but we were unable to convince the Committee to make the changes we sought. However, I still believe strongly that legislation is needed and P.L. 199-497 is better than no law at all," Swimmer said.

"Without it, tribes faced the possibility of Congress totally outlawing gaming on Indian reservations," he claimed.

Swimmer said the bill provides for minimum regulation of Class II gaming (bingo and lotto); legitimizes the tribes' right to engage in Class III gaming (all other forms of gaming allowed by states) by requiring those states that permit such gaming to enter into "compacts" with tribes; and provides for close examination of third party contracts entered into by the tribes for operation of their games. "The Bureau of Indian Affairs will continue to exercise its responsibility of approving such contracts, and other existing authorities in connection with gaming until the newly created three-member National Indian Gaming Commission is organized and prescribes regulations," Swimmer said.

USAO receives grant from Kerr

The University of Science and Arts of Oklahoma will soon add several current publications to its Indian tribal affairs information center thanks to a \$1,000 grant from the Kerr Foundation. The books and journals will be used by tribal leaders and students interested in tribal development.

"We are pleased with the Kerr Foundation's decision to help our university fill a need of Oklahoma Indian tribes," says Dr. Roy Troutt, president of USAO in Chickasha, OK. "This grant money will help our state's tribal leaders keep ahead of the many changes in the Indian tribal constitutions, and will help Oklahoma students better understand and appreciate the tribal form of government."

American Indian students comprise 6.8 percent of the student body at USAO. This percentage is above Indian population figures for the state, says Troutt.

"The grant is really needed in a period of time when intense change within the Indian tribal form of government is taking place," says Dr. Howard Meredith, professor of Indian Studies at USAO and author of the grant request.

"The money will be used to help build the university's holdings for research purposes in American Indian tribal government," says Meredith.

A check for \$1,000 was received by USAO on Nov. 30 and will be used to add to the university's current tribal affairs information center, located in Nash Library. According to Meredith, it is the hope of the university to become a center for information on Indian tribal affairs.

Indian tribal governments across Oklahoma and throughout the nation have been going through a period of intense constitutional change, says Meredith. "There is little doubt that an investment of this nature will aid the economic and political development for the future of the Southern Plains tribes and the State of Oklahoma," he says.

Although the primary focus at USAO is on Oklahoma tribes, the materials purchased with the grant money will provide information on tribes all across the nation.

Meredith, a recognized authority on the Southern Plains Indians, has taught Indian Studies at USAO since 1985. The university is one of the few in the nation offering a bachelor's degree in American Indian Studies.

Meredith's most recent book, *Hasinai: A Traditional History of the Caddo Confederacy* was released last month by the Texas A&M Press. The Navajo College Press will release his next book, *Tribal Government and Politics*, in the fall of 1989.

Contact Randy Talley or Frank Rodriguez, USAO Public Information Office, (405) 224-3140.

Socioeconomic profiles prepared

The Association on American Indian Affairs is initiating a service to provide tribal governments with a variety of statistical and socioeconomic data on their tribe and reservations. These statistical reports, or tribal profiles, will contain information on the age, sex, and race of the reservation population, along with statistical data on education, income, poverty status, housing, and the Indian labor force. The data for these profiles comes from a massive U.S. Department of Health and Human Services database that was derived primarily from the 1980 U.S. census. The data will be available in written form and on computer diskette. The profiles will be updated by AAIA with 1990 census data when it becomes available.

The data in the profiles could be used by tribes and Indian organizations for a variety of purposes. For example, the tribe could begin to build a tribal database that tracks changes in population, income, and education over time. The data could also be used in funding proposals to private agencies and the federal government to show conditions of unemployment, substandard housing, and inadequate educational services, where they exist.

AAIA would provide training and computer assistance to tribes

that participate in this project. For more information contact Dennis White at AAIA's New York office 95 Madison Avenue, New York, NY 10016.

Tribe restricts S.D. police

Rosebud, S.D.- Despite a South Dakota State Supreme Court ruling to the contrary, the Rosebud Sioux plan to deny the state's jurisdiction on a portion of a state highway which runs through the reservation.

Rosebud Tribal President Alex Lunderman last month issued a proclamation to South Dakota declaring the state could not make arrests within the reservation boundaries.

The road, Highway 18, runs through Rosebud Reservation and the Pine Ridge Reservation in southern South Dakota.

The state's jurisdiction was challenged in court by a Sioux Indian appealing a drunk driving conviction because he had been arrested by a state trooper while inside reservation boundaries.

In August, the court upheld the conviction citing a U.S. Supreme Court ruling involving Washington state.

The tribe is awaiting a decision by Federal District Court Judge Donald Porter in a similar lawsuit brought against the state by the Rosebud Sioux and the Cheyenne River Sioux.

In the meantime, Lunderman said, his proclamation is based on a 1977 tribal resolution which rescinded all cross-jurisdiction agreements with the state.

EPA reaffirms Indian policy

The U.S. Environmental Protection Agency recently reaffirmed its 1984 Indian policy and its determination to work with tribes on reservation environmental matters.

The policy, which was first announced in November, 1984, ensures the tribe's close involvement in making decisions and managing environmental programs affecting reservation land.

The EPA policy states the agency will work with tribes on a government to government basis and recognize tribes as the primary parties for setting standards, making environmental decisions and managing programs for reservations, consistent with EPA standards and regulations.

It also states that the EPA will encourage and help tribes assume regulatory and program management responsibilities for reservation lands.



In your opinion ...

From page 11

father of 852, Oliver K. Weld. However 853-15, Hiram Weld and 1315-18, Joseph Weld are the sons of Valney Weld, deceased, and were made wards of their Uncle, 851-35, Hiram Weld. Valney had a son named Oliver and a son named George both of whom died. One reason for pointing out these corrections is that I suppose you intend to use the records for people to trace their family lines and want to give correct information.

I wonder if anyone from the Juneau family has a printed copy of their family's history? I saw parts copied from their book and would like to see a book, because I think my family ties into theirs and the book had some information I need. I would like to borrow one and read it or (if its reasonable price) buy a copy, or write to someone who can look up information in it for me.

Sincerely,
Elva (Weld) Wall
Oklahoma

Editor's Note: The roll is being

708	49	Samuel McFarland, wife	18 1/4	18 1/4	4.	0
		(P. to by adoption)				
709	24	Joseph McFarland	18 1/4	18 1/4	4.	9
		born 1875.				
710	29	Ash-let-mah, (female)	18 1/4	18 1/4	4.	8
		single.				
711	44	Delia B. Guffin, born 1875	18 1/4	18 1/4	4.	12
		nee Ferguson, nee Bergeron	18 1/4	18 1/4	4.	23
						23

Part Of The Original Roll Of 1887

reprinted exactly like the original formulated by the U.S. Government! We are well aware of the misinformation accepted as "fact" by the Bureau of Indian Affairs right up to this date. That is part of the reason this administration has made descendency enrollment a priority. Attached is a sample of the original roll.

Thanks for making the paper interesting

Editor,
Enclosed is \$10 for the

HowNiKan paper. Thank you for such an interesting paper - especially the articles on the Navarres. I can hardly wait for the next copy. My mother was Eva Lena Navarre, daughter of Louis Navarre. The names on the roll are many of our relatives or ancestors.

Sincerely,
Glenys M. Small

Who is an Indian? Don't ask politicians

My Friends,
This \$10 is for a donation to the

HowNiKan. To all who are involved in its publication and distribution, thank you much.

What is an Indian? Complex question to say the least. However, if the issue in question is delegated to some of these shifty politicians, bureaucrats and their beady-eyed big time cronies, future generations may look back with the question - What was an Indian?

Elwood Schabell
Washington

He enjoys reading the HowNiKan

HowNiKan,

Please find enclosed a check for \$10 in support of your fine publication which I enjoy reading to learn about tribal history and current events.

Sincerely,
Mike McCurtain
Kansas

For The Record...

Citizen Band Potawatomi Tribe

Business Committee - September 19, 1988

Present: Chairman John Barrett, Vice Chairman Jim Young, Secretary Bob F. Davis, Committeemen Francis Levier and Hilton Melot, Tribal Attorney Michael Minnis, Tribal CPA John Arledge, Rob Burpo, Jim Bachman, Pat Sulcer Barrett.

Chairman Barrett called the meeting to order at 7:20 p.m.

Francis Levier moved to approve the minutes of August 25 with one correction; Bob Davis seconded. Passed 5-0.

Hilton Melot moved to approve the minutes of the September 10 Business Committee meeting as submitted. Francis Levier seconded; passed 5-0.

Hilton Melot moved to approve Potawatomi Resolution 89-21 retaining the law firm of Doyle and Savit for the purpose of pursuing a Secretarial Election for an amendment to the tribal constitution regarding descendency; initial financial stipulation of \$5,000 maximum to be spent. Bob Davis seconded; passed 5-0.

Potawatomi Resolution 89-22 concerning renewal of an IHS contract for an alcohol and substance abuse program was tabled on the motion of John Barrett until the committee has a chance to review the proposal and projected budget. Jim Young seconded; passed 5-0.

Discussion was held on whether or not to sell pull tabs at the tribal bingo hall pending congressional outcome on the Indian Gaming Act. An informal 4-1 vote against selling the games was taken. The pull tab issue will be tabled until federal legislation passes.

Jim Young moved to approve Potawatomi Resolution 89-23 adopting an

amended bingo ordinance. Francis Levier seconded; passed 5-0.

Bob Davis moved to authorize the BIA to pay Mildred Bruno Flynn and Ruby Bruno Withrow a per capita amount from the 1983 settlement payment. The Bruno sisters relinquished their Sac and Fox tribal membership in order to become Potawatomi tribal members after the 1983 roll was temporarily declared closed for the purpose of making the payment. Ross Swimmer has determined that the sisters were not informed of their appeal rights and therefore qualify for the '83 per cap. Each will receive \$1,086 from the Bureau.

Financials were reviewed for PC Care of Ardmore. The store has only been open three weeks but suffered only a \$5.55 loss. Gene Young, manager has bid on several industrial computer care contracts and hopes to have several signed maintenance contracts in the next two months.

Jim Bachman delivered a report from Doyle and Savit, Washington law firm handling the tribe's request for a secretarial election. According to Bachman, Senators Boren and Nickles and Representative Watkins and English have all made calls of support for the tribe's requested amendment to the Department of Interior. Sen. Daniel Inouye has declined to tack authorizing language for the tribe onto another bill slated for action this session. Bachman feels, however, that there is a 50-50 chance of Interior calling the secretarial election without pursuing legal recourse and that the political pressure is forcing Interior to "reconsider its original denial."

Business Committee went into Executive Session at 9:30 for economic development discussion.

Meeting adjourned at 12:30 p.m.



Clip
and mail
today!

Request For Ballot - Potawatomi Election 1989

In order to comply with the 1989 Potawatomi Election Ordinance, please fill out this form and return to: Potawatomi Election Committee. P.O. Box 310, Tecumseh, OK 74783

Name: _____ Date Of Birth: _____

Address: _____

City, State, ZIP _____

Under the penalty of perjury, I hereby declare this to be my legal signature and Potawatomi Tribal Roll Number

Signature: _____ Tribal Roll Number: _____

June 24, 1989

It's More Than An Election - It's Your Future!

Chairman John Barrett and Committeemen Francis Levier and Hilton Melot are asking you to review their record and re-elect them as your tribal representatives.

During their tenure:

- ✓ The Tribe entered into an intergovernmental agreement with Pottawatomie County and the Bureau of Indian Affairs to secure badly needed road funds for the Shawnee community;
- ✓ The Tribe has filed an application with the comptroller of the currency to purchase a majority interest in an area national bank;
- ✓ The Tribe became majority owner of a computer store;
- ✓ The tribal museum facility and merchandise line was expanded;
- ✓ All tribal programs and enterprises have been computerized;
- ✓ A \$54,545 judgment was won against a former administrator;
- ✓ The Department of the Interior reversed its negative ruling on a constitutional amendment, allowing tribal members to determine criteria for tribal enrollment;
- ✓ The Tribe gained possession and control of the tribal bingo hall;
- ✓ The tribal store has been doubled in size;
- ✓ The Oklahoma Tax Commission's attacks on tribal sovereignty have been consistently beaten back in federal court
- ✓ Nine Regional Councils a year are sponsored to renew family ties and educate tribal members;
- ✓ Two books on tribal history have been published;
- ✓ An award-winning newspaper is sent free of charge to tribal members,
- ✓ A chronic illness pharmacy was established to serve all tribal members and their families;
- ✓ 13 federal programs and 5 enterprises owned by the Tribe received positive audit reviews from an independent auditor and the Inspector General's office;
- ✓ The Tribe contracted all programs previously administered by the Bureau of Indian Affairs for the Tribe.

Not Just Promises - Progress!

Re-Elect

Chairman JOHN BARRETT
Committeeman HILTON MELOT
Committeeman FRANCIS LEVIER

Paid Political Advertisement

Institute announces scholarships for Indians, others

The Monterey Institute of International Studies in Monterey, California, announces full and half-tuition, two-year scholarships for minority students (Blacks, Hispanics and American Indians who are U.S. citizens or permanent residents) entering in the Fall 1989-1990 academic year. These scholarships are competitive, based on a personal essay, recommendations and scholarship. All applicants must have completed, or be in the process of completing, a minimum of two years of college academic work or the equivalent to be eligible. The number of scholarships awarded will depend on the applicant pool.

The Monterey Institute is located on the beautiful Monterey Peninsula, 130 miles south of San Francisco. For over 30 years, the Institute has provided a unique alternative to students who wish to pursue an international course of study. Language training of the highest quality, combined with wide-ranging area studies, has given the Institute a reputation for excellence and imagination. Graduates have proven to be highly competitive candidates for positions in the global job market.

The Monterey Institute offers language-based master's degree programs in International Policy Studies (MA), International Management (MBA), International Public Administration (MPA) with an international management or a development management emphasis, Teaching English to Speakers of Other Languages (MA/TESOL), Teaching Foreign Languages (MA/TFL), Translation and Interpretation (MA), and in Language studies (MA). In addition, students who have completed their first two years of college may enter an upper division honors undergraduate program in Language Studies or in International Relations.

To apply for a minority scholarship for the fall 1989 semester, all materials needed to complete both your applications for admission and for the scholarship must be received by the Institute by March 1, 1989.

Questions regarding the application for admission should be directed to the Admissions Office (408) 647-4123. Questions regarding the Minority Scholarship application should be directed to the Financial Aid Office (408) 647-4119. Write to either office at 425 Van Buren Street, Monterey, CA 93940.

ASU housing Indian education clearing unit

The National Indian Education Clearinghouse (NIEC), housed at Arizona State University, will serve as a central repository of information and materials on Indian educa-



For your information

tional research and curriculum development. The clearinghouse will identify and provide access to data and materials relevant to North American Indian education for educators, the Native American community and scholars and researchers throughout the nation.

NIEC, now in its developmental phase, will have two major components: a computerized resource information network and a specialized American Indian education library materials collection. It will become fully operational in January, 1989.

NIEC is soliciting contributions of materials and welcomes contacts with those working in the area of Native American education. For more information, please contact, Mimi Robbins-Wooten, Program Coordinator, NIEC, Hayden Library, Arizona Collection, Arizona State University, Tempe, AZ 85287 (602) 965-6490.

Financial aid guide for minorities is available

Garrett Park Press has published a new series of booklets on financial aid opportunities for minority students. The booklets present information on awards available for graduates and undergraduates. They include a directory of available awards as well as citing sources of additional assistance. Write: Garrett Park Press, P.O. Box 190F, Garrett Park, MD 20896.

IAC has available limited number of fellowships

The Institute of American Cultures at the University of California, Los Angeles, in conjunction with the American Indian Studies Center, has available a limited number of postdoctoral fellowships for the 1989-90 academic year. The fellowships will be awarded to individuals on a competitive basis in support of their work in Indian Studies.

Support for postdoctoral scholars is available in two categories. Those who have recently obtained the Ph.D. are invited to apply for awards that range from \$20,000 to \$25,000 depending on rank and experience. Senior scholars are invited to apply for awards to supplement the sabbatical salaries provided by their own institutions. Additional support may be avail-

able to both categories of grantees for specific research upon application to the American Indian Studies Center. The acceptance of support carries with it the commitment to participate in the teaching or research program of the Center. UCLA faculty members are not eligible for postdoctoral or visiting scholar support.

Applications and further information may be obtained from:

University of California, Los Angeles
Director John Red Horse
American Indian Studies Center
3220 Campbell Hall
Los Angeles, California 90024-1548
(213) 825-7315

AIRD to sponsor fourth creativity summer program

The American Indian Research and Development, Inc. (AIRD, Inc.) of Norman, Oklahoma will again be sponsoring its summer program "Explorations in Creativity IV" (EIC IV) in July, 1989, tentatively scheduled at Haskell Indian Junior College, Lawrence, Kansas.

EIC IV is a three week residential summer program and designed for 125 gifted and talented American Indian and Alaska Native students in grades eight (8) through eleven (11). AIRD, Inc. has been developing programs and services for gifted and talented American Indian/Alaska Native students since 1982 and has implemented eight Indian Education Act (IEA) projects for those populations over the last five years. Former EIC students interested in attending, including those who will be seniors next school year, are invited to apply.

Curriculum offerings will include enrichment and culturally related materials and activities in the following fourteen major areas: Mathematics, Ethnoscience, Computer Education, Creative Writing, Contemporary Indian Affairs/Tribal Government, Indian Philosophy/Indian History, Video Production, Photography, Instrumental Music, Athletics, Indian Art, Dance, Vocal Music, and Indian Theatre. All course areas will incorporate activities to enhance creative potential, critical thinking, futuristics, and leadership skills for the selected gifted and talented Indian students. Elective courses will include: Communication Skills, Indian Philosophy, Leadership,

Tribal Song and Dance, Archery, Recreational Golf, Outdoor Survival, Indian Literature, and Choosing A Career.

AIRD, Inc. is calling for student nominations immediately and will accept nominations through February 16, 1989. EIC IV student screening and selection will occur in early March and selected students will be notified by mid-March, 1989.

Students may be nominated by teachers, administrators, counselors, parents, relatives, peers, tribal personnel, other community persons or themselves. To nominate a student, please forward a letter to AIRD, Inc. stating student's name, address, phone number and grade in school (should currently be in the 7th, 8th, 9th or 10th grade). Former EIC students currently in the 11th grade will be eligible. The nominator's name, address and phone number should also be included. A listing of the area for which the student is being nominated should be included plus a short statement by the nominator why they feel the student should be considered for EIC IV. AIRD will then send the appropriate application materials to them.

Anyone seeking additional information about the program can contact Mr. Stuart Tonemah or Ms. Mary Ann Brittan by calling (405) 364-0656 or writing AIRD, Inc. at 2424 Springer Drive, Suite 200, Norman, Oklahoma 73069.

Casting company seeking Indians with talent

This new and unique service will bring all types of American Indian talent to those who hire and cast American Indian talent. (1) Documentary film and television productions. (2) Feature films. (3) Television commercials. (4) Print & magazine advertising. (5) Live stage production. (6) Arts & crafts shows

Indian Territory Casting is seeking American Indian talent of all ages in these areas: (1) Actors & actresses. (2) Dancers (traditional & contemporary) (3) Singers (traditional & contemporary) (4) Writers (5) Artists (6) Crafts people (7) Technical production personnel (8) Photo models

There are no fees or charges for this listing and service.

To be included and listed, a photo and resume are required. (1) 8 x 10 photograph. (1) complete resume, specific written description of special abilities & list of traditional American Indian attire owned.

By Mail Only: Indian Territory Casting, Post Office Box 32329, Oklahoma City, Oklahoma 73123. No Phone Calls Please!

Historical novel explores Potawatomi Trail of Death

Lords of the Rivers, Keepers of the Fire - so the Ancient Ones of Indian mythology called the Potawatomi when they gave them the beautiful lakelands of northern Indiana.

The forced expulsion of the Potawatomi Indians from the Midwest called the Trail of Death, and the story of one of the middle states' most mysterious ghost towns are the subjects of the second historical novel in the Heartland Chronicles series: Lords of the Rivers.

The book, written by Hoosier author Nancy Niblack Baxter, sells for \$10. It can be ordered through the mail by sending a check for \$12 to Fulton County Historical Society, Rt. 3 Box 89, Rochester, IN 46975.

Lords of the Rivers takes up the fortunes of the McClure family of the earlier book, The Movers, and traces their history through the canal era at the town of Hindostan Falls, a historical town which was the largest town in Indiana in 1820 and vanished almost overnight in a "strange cold sickness" epidemic.

Two other families are followed in this book, which covers the period 1818-1860. The third volume in the series will take the families through the Civil War.

One of the "offshoots" of the family is a Potawatomi Indian girl, "Dawn Yet To Come," and her adventures are followed through the turbulent period of Indian wars and treaties. The book is being released on the 150th anniversary of the 1838 Trail of Death, when 850 Indians were marched at gunpoint across the burning plains of Illinois and Missouri to Kansas. Scores died in this tragic event.

Lords of the Rivers also deals with the trading empires of John Tipton and the Ewing family, and the building of the Wabash and Erie Canal. It is closely based on historical fact and includes some original documents from Indiana history.

The title refers to the Potawatomi Indians who had occupied the land around the rivers and lakes in northern Indiana for hundreds of years. After the Battle of Tippecanoe a series of treaties, many of them obtained under questionable circumstances, were drafted and forced upon the Indians.

Lords of the Rivers tells the Potawatomi story through the eyes of the defiant Indian woman, Dawn Yet To Come. She is a healer who tries to save the many Indian children who die of fever and dehydration along the Trail of Death. Her husband, Paukooshuck, son of Chief Aubbeenaubbee, is beaten almost senseless when he refuses to cross the Mississippi River. The two of them sneak back to Indiana and lead a furtive life, half-starving, in the swamps near Lake Maxinkuckee.



For your information

When Dawn's husband dies, she goes to live with Miami relatives. Life among the Indiana Miami Tribe after the removal of some of the tribe West, as the culture was changing in the Mississinewa Valley, is also depicted in detail.

The book is illustrated with maps and drawings by Richard Day, Vincennes University.

AIS announces that fellowships are available

American Indian Scholarships, Inc. (AIS) of Albuquerque, New Mexico, announces the availability of graduate fellowships for 1989-90 for American Indian and Alaska Native students from federally-recognized tribes.

AIS was established in 1969 in response to the growing number of Indian college graduates who wanted to continue their education at the master's, doctorate and professional degree level and needed financial support. American Indians were, and continue to be, the least represented of all minority groups in the country in medicine, business, law, the sciences and other fields requiring advanced degrees. AIS was founded to enhance the cultural and economic well-being of American Indians and Alaska Natives through graduate education grants and services.

To be considered for an AIS fellowship, an applicant must be:

1. An enrolled member of a federally-recognized American Indian tribe or Alaska Native group.
2. Enrolled full time at an accredited graduate school in the United States.
3. In need of financial aid.

Awards are made by the AIS professional scholarship staff pursuant to regulations established by the Bureau of Indian Affairs (BIA) and the AIS Board of Directors. The staff adheres to these rules explicitly and works closely with college financial aid officers in determining each applicant's unmet financial need.

Awards range from \$250 to a maximum of \$10,000 for the nine-month academic year. Awards are based on each applicant's unmet financial need as verified by the applicant's college financial aid office. Since AIS is a supplemental program, applicants MUST APPLY in a timely manner for campus-based aid at the college they are attending. Failure to apply will

disqualify an applicant from consideration.

The BIA has identified six areas of study which AIS must give preference to in the review and award process. These are: health, business, law, education, natural resources and engineering. Applicants in other areas are definitely eligible for AIS fellowships and are encouraged to apply. Clinical psychology and other psychology areas dealing with family, child and substance abuse are considered health-related areas.

AIS fellowship awards are generally not awarded for the summer term. The few exceptions are: (1) If an applicant will be completing ALL degree requirements in the summer. (2) If the applicant is a third-year law student in 1988-89 and will be studying for the 1989 summer bar examination. (3) If the applicant is in one of the professional fields requiring summer attendance (i.e., medicine, dentistry, veterinary science, etc.).

If you are an eligible Indian graduate student and will need financial assistance for 1989-90, you should:

1. Contact AIS for an application,
2. Apply immediately to the graduate program you are interested in attending (if you are not already in graduate school).
3. Begin the financial aid process at your college financial aid office as soon as possible in order that you will be considered an on-time applicant for campus-based aid.

Application packets are sent out only upon individual request; they are never sent out for bulk order requests because of mailing costs and to prevent applicants from submitting out-dated applications since the forms are revised every year. There is no application fee. Individuals who are eligible should contact:

American Indian Scholarships, Inc.
4520 Montgomery Blvd. NE,
Suite 1-B
Albuquerque, New Mexico 87109
(505) 881-4584 (Collect calls not accepted)

To be considered an on-time applicant, the application form needs to be postmarked by the following deadline;

Deadline for the 1989 Summer session: April 15, 1989.

Deadline for the 1989-90 Academic Year: June 1, 1989.

Late applications will be considered ONLY IF there are funds available after awarding all on-time eligible applicants.

Here are facts regarding census coming next year

In 1990 the United States census will again be collected. Because grants and entitlements for programs are based in part on census data, it is important for tribes to achieve the most reliable census data information they can. Following is information regarding confidentiality.

The Census Bureau law (Title 13 of the United States Code) does not allow welfare agencies, Immigration and Naturalization Service, Internal Revenue Service, courts, police, the military - anybody - to obtain information showing how you answered the census questionnaire. While attempts have been made to get this information through the courts, the United States Supreme court has ruled that it absolutely cannot be obtained and must be kept confidential.

Census Bureau employees take an oath to keep individual answers to the census questionnaire confidential. They cannot reveal information about any individual or family to anyone outside the Census Bureau. An employee breaking this confidence is subject to severe penalties of up to \$5,000 in fines and five years in prison.

The census questionnaire does not ask for an individual's Social Security number. The Census Bureau tallies answers to questions on an individual's form along with answers to the same questions from all other census forms. This results in the creation of statistical totals for a variety of geographic areas. It is these numeric totals, not personal answers, that are then published.

The ten states with the largest Indian population in 1980 were:

California - 198,155
Oklahoma - 169,292
Arizona - 152,498
New Mexico - 105,976
North Carolina - 64,536
Washington - 58,186
South Dakota - 44,948
Michigan - 39,714
Texas - 39,375
New York - 38,967

Cultural Arts Center is open in Oklahoma City

The Native American Center of Oklahoma City is announcing the opening of a new Native American Cultural Arts Center. The Cultural Center is housed at the Native American Center located on Harvey Street between SW 28th and SW 29th Streets and will be open 12 p.m. to 8 p.m. weekdays and Saturdays. Telephone number 405-232-2512, Ext. 11.



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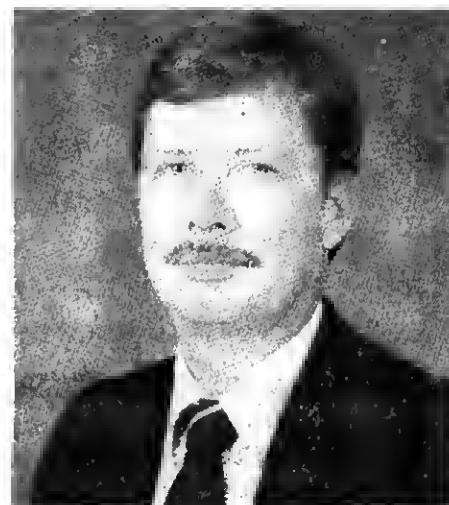
Business assistance provided through East Central center

Mr. Lary Curry has recently joined the Oklahoma Small Business Development Center at East Central University and is interested in helping tribal members start their own businesses.

As the field representative for the OSBDC, Curry's responsibilities include assisting small business firms with operational problems.

Curry is responsible for assisting businesses in a 10 county area and travels to Shawnee twice a month. Normally he is available through the Gordon Cooper Voc-Tech, Small Business Office. He will also be available at the Potawatomi Tribal Complex every second Thursday of the month for business counseling.

Mr. Curry has volunteered to make himself available upon request through the office of the *HowNiKan* editor. "Being a citizen of the Muskogee (Creek) Nation," says Curry, "I try to keep in touch with local and national events that can have an effect on an Indian business person."



Lary Curry

Curry was a member of the staff at ECU from 1978-81 and was director of off-campus placement. He left the post to become a commander of the U.S. Army Reserve Unit in Ada. He is a Vietnam era veteran and presently a Major in the United States Army Reserve.

For further information contact the *HowNiKan* office at (405) 275-3121.



Look Who Came To Lunch!

Elders attending the Title VI Christmas potluck luncheon last month received a surprise visit from Santa Claus and his elves (known the rest of the year as program director Ken Cadaret and his sons Daniel, 5, and Andrew, 3).

BIA to mail requests for ballots

From page 1
members 18 or older are eligible to vote in both elections. Tribal members will be receiving a Request for Ballot in the mail from the BIA - it must be returned to receive a ballot to vote in the Secretarial Election. The issues of enrollment criteria and staggered terms for officers may determine the future stability and literal existence of the tribe. The average age of the tribe is currently 44 years old and very few current members' descendants meet the blood degree requirements.

A proposed change in terms of office will also be on the referen-

dum. The exact wording of the ballot will appear in the next issue of the *HowNiKan*.

What are we worth?

If you ever had any doubts that the Citizen Band tribal operation makes a huge financial impact on the surrounding communities consider this - According to our accounting department the tribe's total 1988 payroll was \$1,343, 127.77. That's money spent locally on rent, house payments, loans, groceries, utilities, etc.!

Tribe to continue helping elderly

From page 1

Intent to Apply for funds on October 21," he said, "and we received our application and approved budget amount on December 22. We were told to write and develop a program based on the reduced funds by February 1."

The Potawatomi Program, established in 1980, also provides recreational activities and social services for the elderly, as well as home-delivered meals for those unable to travel to the complex.

Cadaret has been soliciting assistance from the Oklahoma congressional delegation while the tribe's Business Committee researches alternative funding.

According to John Barrett, "As long as I am chairman and the majority remains the same on the Business Committee this tribe will continue to provide services for its older members. We must remember," added Barrett, "that the generation that suffered the most from the loss of their lands and income from our reservation at the hands of the federal government is that very generation most affected by this cut in federal funds. We will continue this program at all costs, with or without federal funds."